

Paragraph 2 is deleted in its entirety and replaced with:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on July 1, 2010 through June 30, 2020 subject to termination and renewal rights as may be hereinafter set forth."

Paragraph 3 is deleted in its entirety and replaced with:

"3. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rate:

PHASE	TERM	ANNUAL RENT	MONTHLY RENT	RATE/RSF	RATE/USF
Phase I*	07/01/2010 – 06/30/2015	\$581,412.80	\$48,451.07	\$28.52	\$32.80
Phase II**	11/01/2010 – 06/30/2015	\$1,588,776.00	\$132,398.00	\$29.22	\$33.60
Phase I & II	11/01/2010 – 06/30/2015	\$2,170,188.80	\$180,849.07	\$29.03	\$33.38
Phase I & II***	07/01/2015 – 06/30/2020	\$1,943,312.00	\$161,984.33	\$26.00	\$29.90

*Beginning on the first day of the lease and ending on the earlier of: (i) commencement of Phase Two occupancy; (ii) the first day of month 7 of the lease, all rent in excess of the Commission Credit referenced in Section 2.3 of SFO GS-05B-18394 shall be abated.

**Beginning on the first day of Phase Two occupancy (b) (4) of the total monthly rent due on the entire premises shall be abated for (b) (4) months. This equates to a rent credit of (b) (4) per month for a period of (b) (4) (Total Annual Rent = \$2,170,188.80/12 = (b) (4))

***In months (b) (4) of the lease term, Lessor will provide the Government with a rent credit in the amount of (b) (4) per month.

CPI and tax escalations continue throughout the term of the lease

Rent for a partial month shall be prorated. Rent Checks shall be made payable to:

North Penn Associates, LLC
44 South Broadway, 10th Floor
White Plains, NY 10601- 4411

Paragraph 32 is hereby added to this lease:

"32. Pursuant to the requirements of the lease, the rental increase allowed at the commencement of Phase II rent shall not occur until Phase II is inspected and accepted through a Supplemental Lease Agreement (SLA) executed by both the Lessor and the Government. The SLA will document the acceptance and the rent commencement date for Phase II when the rental increase shall begin. Until such time, Phase I rent will remain in effect."

(b) (6) & (b) (6)
Govt Lessor

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	Supplemental Agreement No. 2	Date: <div style="font-size: 1.5em; font-family: cursive;">3/1/2011</div>
TO LEASE NO. GS-05B-18394		
ADDRESS OF PREMISES 135 Pennsylvania Street 19th -22nd Floors Indianapolis, IN 46204-2400		
<p>THIS AGREEMENT, made and entered into this date by and between North Penn Associates, LLC</p> <p>whose address is 44 South Broadway, 10th Floor White Plains, NY 10601- 4411</p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p>WHEREAS, the parties hereto desire to amend the above Lease.</p> <p>NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective <u>November 1, 2010</u>, as follows:</p> <p>The purpose of this Supplemental Lease Agreement (SLA) Number Two (2) is to establish beneficial occupancy for Phase Two (2) and reconcile the tenant improvements costs associated with Phase I and Phase II; therefore paragraphs 2, 3, and 32 of SLA Number 1, and paragraphs 18 and 27 of Standard Form 2 are hereby deleted in their entirety and replaced with the following:</p> <p>IN WITNESS WHEREOF, the parties subscribed their names as of the above date.</p> <p>All other terms and conditions of the Lease shall remain in force and effect.</p> <p style="text-align: center;">Paragraph 2 of SLA Number One (1) is deleted in its entirety and replaced with:</p> <p>"2. TO HAVE AND TO HOLD the said premises with their appurtenances for each Phase of this lease as follows:</p> <p>Phase One (1): TO HAVE AND TO HOLD Phase One (1), measuring (20,385 RSF / 17,726 USF), beginning on July 1, 2010 through June 30, 2020, subject to any renewal or termination rights as may be hereinafter set forth.</p> <p>Phase Two (2): TO HAVE AND TO HOLD Phase Two (2), measuring (54,377 RSF / 47,285 USF), beginning on November 1, 2010 through June 30, 2020, subject to any renewal or termination rights as may be hereinafter set forth."</p>		
Page 1 of 4		
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>LESSOR: North Penn Associates, LLC</p> <p>BY: (b) (6) <i>as agent</i></p> <p style="text-align: center;">(Signature)</p> </div> <div style="width: 45%; text-align: right;"> <p>(Title)</p> <p><i>44 South Broadway, 10th Floor</i></p> <p><i>White Plains, NY 10601</i></p> <p>(Address)</p> </div> </div> <p>IN THE PRESENCE OF</p> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> <p>(b) (6)</p> <p style="text-align: center;">(Signature)</p> </div> <div style="width: 45%;"></div> </div>		
<p>UNITED STATES OF AMERICA</p> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> <p>By: (b) (6)</p> </div> <div style="width: 45%; text-align: right;"> <p>CONTRACTING OFFICER</p> </div> </div>		

Paragraph 3 of SLA Number One (1) is deleted in its entirety and replaced with:

"3. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rate:

PHASE	TERM	ANNUAL RENT	MONTHLY RENT	RATE/RSF	RATE/USF
Phase I*	07/01/2010 – 10/31/2010	\$602,846.67	\$50,237.22	\$29.57	\$34.01
Phase I & II**	11/01/2010 – 06/30/2015	\$2,088,996.95	\$174,083.08	\$27.94	\$32.13
Phase I & II***	07/01/2015 – 06/30/2020	\$1,943,812.00	\$161,984.33	\$26.00	\$29.90

The Rent Breakdown is as follows:

Phase 1 -- 17,726 USF / 20,385 RSF 07/01/2010-06/30/2015

(b) (4)

Total Annual Rent: \$602,846.67 or \$29.57/RSF

Phase 2 -- 47,285 USF / 54,377 RSF 11/01/2010-06/30/2015

(b) (4)

Total Annual Rent: \$1,486,150.28 or \$27.33/RSF

Phase 1 and 2 Total Annual Rent -- 65,011 USF / 74,762 RSF 11/01/2010-06/30/2015

(b) (4)

Total Annual Rent: \$2,088,996.95 or \$27.94/RSF

Total Annual Rent -- 65,011 USF / 74,762 RSF 07/01/2015 -- 06/30/2020

(b) (4)

Total Annual Rent: \$1,943,812.00 or \$26.00/RSF

*Beginning on the first day of the lease and ending on the earlier of: (i) commencement of Phase Two occupancy; (ii) the first day of month 7 of the lease, all rent in excess of the Commission Credit referenced in Section 2.3 of SFO GS-05B-18394 shall be abated.

**Beginning on the first day of Phase Two occupancy (b) (4) of the total monthly rent due on the entire premises shall be abated for (b) (4). This equates to a rent credit of (b) (4) per month for a period of (b) (4) (Total Annual Rent = \$2,088,966.95 (b) (4))

(b) (6) (b) (6)
Govt & Lessor

***In months (b) (4) of the lease term, Lessor will provide the Government with a rent credit in the amount of (b) (4) per month.

Rent for a partial month shall be prorated. Rent Checks shall be made payable to:

North Penn Associates, LLC
 44 South Broadway, 10th Floor
 White Plains, NY 10601-4411."

Paragraph 32 of SLA Number One (1) is deleted in its entirety and replaced with:

"32. Upon completion and inspection of Phase Two (2), the Government has officially accepted the tenant improvements associated with Phase Two, as of November 1, 2010, in the amount of (b) (4). The Phase Two (2) tenant improvement total of (b) (4) includes the initial tenant improvement Notice To Proceed, dated June 28, 2010, in the amount of (b) (4) and change orders number eight (8) through fourteen (14). The following tables delineate approved and total tenant improvement costs associated with Phase One (1) and Phase Two (2) respectively:

The following table delineates total and approved tenant improvement costs for **Phase One (1)**:

<u>Item Name</u>	<u>GSA Approval Date</u>	<u>Description of Work</u>	<u>Cost</u>
Phase (1) NTP 1	4/09/2010	Carpet/Doors/Frames/Door Hardware	\$ (b) (4)
Phase (1) NTP 2	4/23/2010	Tenant Improvement Phase (1) Base Contract	\$
Change Order (1)	5/17/2010	Voice & Data Cabling	\$
Change Order (2)	6/23/2010	Additional work room drops	\$
Change Order (3)	VOID	VOID	\$
Change Order (4)	6/02/2010	Paint	\$
Change Order (5)	6/23/2010	Miscellaneous TI Items	\$
Change Order (6)	6/23/2010	Additional Cable & Data Items	\$
Change Order (7)	VOID	VOID	\$
PHASE ONE (1) TOTAL *			\$

The following table delineates total and approved tenant improvement costs for **Phase Two (2)**:

<u>Item Name</u>	<u>GSA Approval Date</u>	<u>Description of Work</u>	<u>Cost</u>
Phase (2) NTP 1	6/29/2010	Tenant Improvement Phase (2) Base Contract	\$ (b) (4)
Change Order (8)	9/03/2010	Communication Cable Changes	\$
Change Order (9)	9/03/2010	Garbage Disposals	\$
Change Order (10)	9/03/2010	Core Drilling	\$
Change Order (11)	10/18/2010	Phase II (T.I.) Miscellaneous Changes	\$
Change Order (12)	11/26/2010	Door Hardware	\$
Change Order (13)	11/26/2010	Signage Scop	\$
Change Order (14)	11/26/2010	Final Phase II (T.I.) Miscellaneous Changes	\$
PHASE TWO (2) TOTAL **			\$

*The total for tenant improvements for Phase One (1) in the amount of (b) (4) shall be amortized over (b) (4) months at an interest rate of (b) (4) for an annual rate of (b) (4) or (b) (4) 20,385 RSF (b) (4) 17,726 USF.

**The total for tenant improvements for Phase Two (2) in the amount of (b) (4) shall be amortized over (b) (4) months at an interest rate of (b) (4) for an annual rate of (b) (4) or (b) (4) 54,377 RSF (b) (4) 17,285 USF."

(b) (6) & (b) (6)
 Govt & Lessor

Paragraph 18 of the Standard Form 2 is deleted in its entirety and replaced with:

"18. Upon the completion, inspection, and approval of tenant improvements by the Government, the tenant improvements have been completed to conform to the specifications in the Lease, any attachments to the Lease, and Government completed Design Intent Drawings (DIDs), which formed the basis for the Construction Documents; aforementioned tenant improvements will be provided by the Lessor as part of the total rental payment. In accordance with Paragraph 3.2 of the SFO, the Government was entitled to \$2,166,166.52 for completion of Tenant Improvements, or \$33.32 per Usable Square Footage (USF).

Upon completion of this build out the Government has only spent (b) (4) towards tenant improvements for Phase One (1) and Phase (2), which has been broken out for each Phase (also referenced in Paragraph 32 of this SLA 2). The total of (b) (4) to complete Phase One (1) tenant improvements shall be amortized for the first (b) (4) months of the lease at an interest rate of (b) (4), or (b) (4) annually at a rate of (b) (4) per 20,385 RSF. The total of (b) (4) to complete Phase Two (2) tenant improvements shall be amortized for (b) (4) months, starting on the fifth (5th) month of the lease, at an interest rate of (b) (4) or (b) (4) annually at a rate of (b) (4) per 54,377 RSF. Total rental payments for each Phase, and Phase One (1) and Phase Two (2) combined are details further in Paragraph Three (3) of this SLA 2."

Paragraph 27 of the Standard Form 2 is deleted in its entirety and replaced with:

"27. The Lessor and the Broker (CB Richard Ellis) have agreed to a cooperating lease commission of (b) (4) of the Aggregate Lease Value as defined in the Broker Commission Letter dated September 25, 2009. The total amount of commission is (b) (4) for (b) (4). In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to (b) (4) of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is \$(b) (4). Subject to final adjustments noted below, the Lessor agrees to pay the Commission less the Commission Credit (b) (4) to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 3 of the Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's (July 2010) Rental Payment \$50,237.22 minus prorated Commission Credit of (b) (4) equals (b) (4) adjusted First Month's rent;

Second Month's (August 2010) Rental Payment \$50,237.22 minus prorated Commission Credit of (b) (4) equals (b) (4) adjusted Second Month's rent;

Third Month's (September 2010) Rental Payment \$50,237.22 minus prorated Commission Credit of (b) (4) equals (b) (4) adjusted Third Month's rent;

Fourth Month's (October 2010) Rental Payment \$50,237.22 minus prorated Commission Credit of (b) (4) equals (b) (4) adjusted Fourth Month's rent;

Fifth Month's (November 2010) Rental Payment \$174,083.08 minus prorated Commission Credit of (b) (4) equals (b) (4) adjusted Fifth Month's rent;

Sixth Month's (December 2010) Rental Payment \$174,083.08 minus prorated Commission Credit of (b) (4) equals (b) (4) adjusted Sixth Month's rent."

(b) (6) (b) (6)
Govt & Lessor

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	Supplemental Agreement No. 3	Date: <div style="font-size: 1.5em; font-family: cursive;">8/2/2011</div>
TO LEASE NO. GS-05B-18394		
ADDRESS OF PREMISES 135 Pennsylvania Street 19th -22nd Floors Indianapolis, IN 46204-2400		
THIS AGREEMENT, made and entered into this date by and between North Penn Associates, LLC whose address is 44 South Broadway, 10th Floor White Plains, NY 10601-4411 hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government: WHEREAS, the parties hereto desire to amend the above Lease. NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the Lease dated January 6, 2010 is amended, effective <u>upon signing by both parties</u> , as follows: This Supplemental Lease Agreement is being issued to document the completion of Post Occupancy Change Orders number 15 and Number 16 as described in the Government's Notice to Proceed dated December 15, 2010. The total cost for Change Orders 15 and 16 is \$2,223.18 (Change Order 15: 172.80 and Change Order 16: \$2,050.38). These Change Orders will be paid via lump sum upon completion and acceptance of the work. The instructions below must be followed for payment of this lump-sum amount of \$2,223.18 : • Create and include a unique invoice number on the invoice submitted for payment. • If the Management Company submits the invoice, please include the name and address of the Management Company not the lessor. The vendor's or lessor's name and address must match the name address in the Pegasys vendor file. • Please cite PS Number PS0019229 on your invoice and submit your invoice directly to the Greater Southwest Finance Center with a copy to the Contracting Officer. <i>Invoices submitted to Finance without the PS number are immediately returned to the vendor or lessor.</i> • Please submit invoices electronically on the Finance Website at www.finance.gsa.gov . Vendors or lessors who are unable to process the invoices electronically, may mail the invoices to the following address: GSA, Greater Southwest Finance Center (7BCP) PO BOX 17181 Fort Worth, TX 76102 All other terms and conditions of the Lease shall remain in force and effect. IN WITNESS WHEREOF, the parties subscribed their names as of the above date.		
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>LESSOR: North Penn Associates, LLC</p> <p>BY: (b) (6) <u>as Agent</u></p> <p style="text-align: center;">(Signature)</p> </div> <div style="width: 45%;"> <p><u>Principal</u></p> <p style="text-align: center;">(Title)</p> <p><u>44 South Broadway, 10th Floor</u></p> <p><u>White Plains, NY 10601-4411</u></p> <p style="text-align: center;">(Address)</p> </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <p>IN THE PRESENCE OF</p> <p>(b) (6)</p> <p style="text-align: center;">(Signature)</p> </div> <div style="width: 45%;"></div> </div>		
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>UNITED STATES OF AMERICA</p> <p>BY: (b) (6)</p> <p style="text-align: center;">CHRISTINE BECKER</p> </div> <div style="width: 45%; text-align: right;"> <p>CONTRACTING OFFICER</p> </div> </div>		

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 4 TO LEASE NO. GS-05B-18394
ADDRESS OF PREMISES 135 Pennsylvania Street, 19 th – 22 nd Floors Indianapolis, IN 46204-2400	PDN Number: N/A

THIS AGREEMENT, made and entered into this date by and between North Penn Associates, LLC

whose address is: 44 South Broadway, 10th Floor
White Plains, NY 10601-4411

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon Government Execution as follows:

Lease Amendment No. 4 is hereby issued to modify Section 4.8 D, JANITORIAL SERVICES in the Lease.

Therefore Section 4.8 D. of the Lease is hereby deleted and replaced with the following:

- D. The Lessor shall maintain the leased premises, including outside areas, in a clean condition and shall provide supplies and equipment for the term of the lease. The following schedule describes the level of services intended. Performance will be based on the Contracting Officer's evaluation of results, not the frequency or method of performance.
1. *Daily*. Empty trash receptacles in break rooms and all restrooms. Sweep entrances, lobbies, and corridors. Spot sweep floors, and vacuum all high traffic carpets, including lobby, hallways, and corridors. Clean drinking fountains. Sweep and damp mop or scrub toilet rooms and break room floors. Clean all toilet fixtures as well as wipe stall partitions, sinks, and counters, and replenish toilet supplies. Dispose of all trash and garbage generated in or about the building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines in break rooms and toilet wastepaper receptacles. Wipe sinks and counters in break rooms.. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators.

This Lease Amendment contains two (2) pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

(b) (6)
 Signature: _____
 Name: Gerard Tunney
 Title: Authorized Signer
 Entity Name: North Penn Associates, LLC
 Date: 10/18/2013

FOR THE GOVERNMENT:

(b) (6)
 Signature: _____
 Name: Christine M. Reynolds
 Title: Lease Contracting Officer
 GSA, Public Buildings Service, _____
 Date: 10/22/13

WITNESSED FOR THE LESSOR BY:

(b) (6)
 Signature: _____
 Name: Henry Friedman
 Title: Director
 Date: 10-18-13

Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Government-demised area.

2. *Two Times a Week.* Empty all desk trash receptacles.
3. *Weekly.* Damp mop and spray buff all resilient floors in toilets and health units. Sweep sidewalks, parking areas, and driveways (weather permitting). Sweep or vacuum stairs, as necessary. Dust window ledges in conference rooms and all open areas to include thoroughly dusting furniture (i.e. tops of partitions and filing cabinets) and horizontal surfaces that are readily available and visibly require dusting. Sweep and damp mop floors around all equipment and wipe down all window ledges in fitness center workout area. Detail clean fitness center locker rooms; wipe and disinfect shower walls and benches; sweep and mop floors. (Government-agency responsible for providing new shower mats.)
4. *Every Two Weeks.* Spray buff resilient floors in secondary corridors, entrance, and lobbies to include service elevator vestibule area. Damp mop and spray buff hard and resilient floors in office space. Completely sweep and/or vacuum carpets to include detail vacuum under all desk/cubicles, tool vacuum under partitions (Two times per week i.e. 2 floors per week).
5. *Monthly.* Sweep storage space. Spot clean all wall surfaces within 70 inches of the floor.
6. *Every Two Months.* Damp wipe, doors, window sills, and frames. Shampoo entrance and elevator carpets.
7. *Three Times a Year.* Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.
8. *Twice a Year.* Wash all exterior windows and other glass surfaces.
9. *Annually.* Wash all interior windows and other glass surfaces. Dust all venetian blinds. Vacuum or dust all surfaces in the building of 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and apply four coats of finish to resilient floors in toilets. Strip and refinish main corridors and other heavy traffic areas. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.
10. *Every Two Years.* Shampoo carpets in all offices and other non-public areas.
11. *Every Five Years.* Dry clean or wash (as appropriate) all draperies.
12. *As Required.* Properly maintain plants and lawns. Remove snow and ice from entrances, exterior walks, and parking lots of the building by the beginning of the normal working hours and continuing throughout the day. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Replace worn floor coverings (this includes the moving and returning of furnishings). Provide and empty exterior ash cans and clean area of any discarded cigarette butts.
13. Control pests as appropriate, using Integrated Pest Management techniques, as specified in the GSA Environmental Management Integrated Technique Guide (E402-1001)

*Use of the GSA Form 276, Supplemental Lease Agreement has been discontinued. All references in the lease to "GSA FORM 276" or "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment".

INITIALS:

(b) (6)

&

(b) (6)

LESSOR

GOVT

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. <u>45 (FIVE)</u> (b) (6) <u>6/8/16</u> (b) (6)
LEASE AMENDMENT	TO LEASE NO. GS-05B-18394
ADDRESS OF PREMISES BMO (M&I) Plaza 135 N. Pennsylvania Street Indianapolis, IN 46204-2400	

THIS AGREEMENT, made and entered into this date by and between

whose address is: CIP 2014/HC North Penn Owner LLC
875 N. Michigan Avenue, Suite 4100
Chicago, IL 60611-1910

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease. .

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective April 6, 2016 as follows: (b) (6) 6/8/16

- Lease Amendment No. 45 (FIVE) (b) (6) 6/8/16 is issued to reflect a change of ownership thereby modifying the Lessor/Payee Information, Tax Identification Number, Duns Number and either GSA Form 3518 or 3518A, Representations and Certifications as applicable.
- The New Lessor assumes, approves, adopts and agrees to be bound by all the terms of the Lease.

FORMER LESSOR/PAYEE
North Penn Associates LLC
44 S. Broadway, FL 10
White Plains, NY 10601-4411

NEW LESSOR/PAYEE
CIP 2014/HC North Penn Owner LLC
875 N. Michigan Avenue, Suite 4100
Chicago, IL 60611-1910
DUNS NUMBER: (b) (4)
TIN: (b) (4)
Phone Number: 312-408-3000

This Lease Amendment contains 1 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

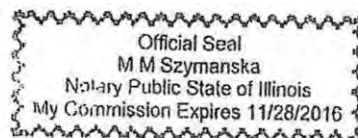
Signature: (b) (6)
Name: Blake A. Helms
Title: Authorized Signatory
Entity Name: CIP 2014/HC North Penn Owner LLC
Date: 5/11/2016

FOR THE GOVERNMENT:

Signature: (b) (6)
Name: Latrice D. Lacy
Title: Lease Contracting Officer
GSA, Public Buildings Service, Real Estate Division
Date: JUN 01 2016

WITNESSED FOR THE LESSOR BY:

Signature: (b) (6)
Name: M.M. Szymanska
Title: Notary Public
Date: 5/11/2016



GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 6
LEASE AMENDMENT	TO LEASE NO. GS-05B-18394
ADDRESS OF PREMISES: BMO (M&I) Plaza 135 Pennsylvania Street 19 th -22 nd Floors Indianapolis, IN 46202-2400.	PDN Number: NA

THIS AMENDMENT is made and entered into between CIP 2014/HC North Penn Owner, LLC
whose address is: 875 N. Michigan Ave
Suite 4100
Chicago, IL 60611-1910

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above lease to annotate free space the Lessor will provide to the Government.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective **May 1, 2016** as follows:

"For the term beginning May 1, 2016 and continuing through December 31, 2016, the Lessor will provide to the Government temporary use of **Suite 800** consisting of 6,457 rentable square feet. During the term, the Government will pay the Lessor (b) (4) for **Suite 800**. The Lessor and Government may terminate the use of the temporary space by providing ten (10) days written notice.

The following conditions apply:

- In the event that there are any damages to the space, the Government will repair these damages at the Governments expense;
- The Lessor shall provide 24 hour notice (written or verbal) to the Government when the Lessor requires access to the space for prospective tenant tours and;
- The Lessor will not provide HVAC services to the space during the term of use."

This Lease Amendment contains 1 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

(b) (6)
Signature: _____
Name: Blake A. Hillemeier
Title: Authorized Signatory
Entity Name: CIP 2014/HC North Penn Owner LLC
Date: 6/8/16

FOR THE GOVERNMENT:

(b) (6)
Signature: _____
Name: Jeanette Torner
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 6/9/2016

WITNESSED FOR THE LESSOR BY:

(b) (6)
Signature: _____
Name: Tina M. Stochmal
Title: _____
Date: 6/8/16



GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 7
	TO LEASE NO. GS-05B-18394
ADDRESS OF PREMISES: BMO (M&I) Plaza 135 Pennsylvania Street 19 th -22 nd Floors Indianapolis, IN 46202-2400.	PDN Number: PS 0058044 (b) (6) PS 0035225

THIS AMENDMENT is made and entered into between CIP 2014/HC North Penn Owner, LLC
 whose address is: 875 N. Michigan Ave
 Suite 4100
 Chicago, IL 60611-1910

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon Government Execution as follows:

Lease Amendment No. 7 is hereby issued to give Notice to Proceed for the following work:

Work	Proposal Date	Amount
19th Floor Wall Construction	3/10/2016	(b) (4)
21st Floor Construction	4/14/2016	(b) (4)
Data and power wiring for new & existing furniture	4/19/2016	(b) (4)
Total NTP Amount		\$110,145.76

The amount of \$110,145.76 includes, but is not limited to, all materials, labor, overhead, profit, applicable sales tax, permitted, and any A/E fees. Upon completion and acceptance of the work by the Government and receipt of a proper invoice from the Lessor, the Government shall pay the Lessor a one-time lump sum payment in the amount of \$110,146.76. Any amount of the amount \$110,146.76 must be approved by the Government Contracting Officer in writing.

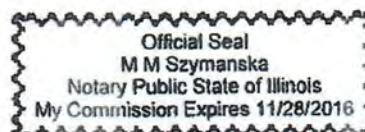
This Lease Amendment contains 14 pages.

All other terms and conditions of the lease shall remain in force and effect.
 IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:
 (b) (6)
 Signature: _____
 Name: Blake Hillenmeyer
 Title: Authorized Signatory
 Entity Name: CIP 2014/HC North Penn Owner, LLC
 Date: 6/20/16

FOR THE GOVERNMENT:
 (b) (6)
 Signature: _____
 Name: Deborah L. Brown
 Title: Lease Contracting Officer
GSA, Public Buildings Service
 Date: 7/13/2016

WITNESSED FOR THE LESSOR BY:
 (b) (6)
 Signature: _____
 Name: M. M. Szymanska
 Title: Notary Public
 Date: 7/11/2016



Please following the instructions below when submitting invoices for payment:

1. GSA procedures require invoice(s) to contain a Pegasys Document Number (PDN). The PDN for this transaction is: ~~PS0056044~~. Please ensure this number is included on **ALL** invoice(s) submitted to the finance center listed below. PS0035225 (b) (6)
2. If another entity other than the Lessor submits the invoice(s), please include the name and address of the entity and not your company's information. The vendor's name and address must match the name and address of the payee of the lease document.
3. Please submit invoices electronically to www.finance.gsa.gov. Vendors or Lessor's unable to submit invoices electronically can submit directly to the Greater Southwest Finance Center with a copy sent to the Lease Contracting Officer. The invoice(s) should be mailed to the following address:

GSA, Greater Southwest Finance Center (7BCP)
P.O. Box 17181
Fort Worth, Texas 76102

-----END OF DOCUMENT-----

INITIALS

(b) (6)

LESSOR

&

(b) (6)

GOVT

From: CIP 2014/HC North Penn Owner, LLC
875 N. Michigan Avenue, Suite 4100
Chicago, IL 60611

c/o The Hearn Company
135 N Pennsylvania Street, Suite 780
Indianapolis, IN 46240

To: Technology Services Organization,
USMC (United States Marine Corps) Department of Defense
GS-05B-18394
Change Order #47REVISED

Date: 03/10/2015

Description	TI (recommended)	Notes
	TOTAL COST	
Cost to build wall between room 1915 file room and 1916 storage	\$ (b) (4)	
Outer wall in storage 1916 to be removed		
Ceiling grid work		
Move door from 1916 to 1915 newly built wall		
Move light switch from 1916 to 1915		
Replace VCT with Carpet Tiles to match as best to current		
Add two (2) electrical outlets in 1915		
Add phone and data boxes in 1915		
*quote from vendor is attached		
All work to be completed during normal business hours		
Hard Construction Costs Subtotal	\$ (b) (4)	Hard Construction Costs Subtotal Shell
Construction OH&P	\$	Construction Management OH&P
Lessor OH&P	\$	Lessor OH&P
Total	\$	Total

(b) (6)

(b) (6)

Init.: Lessor /Govt.



Compass Construction Group
55 Monument Circle St. #450
Indianapolis, IN 46204
Phone: 317.573.4600
Fax: 317.899.9348

Date: 3/10/2016
Client: Nicole Langdon
Colliers
Address: 135 N Pennsylvania
Suite #780

Project Name:
19th floor USMC
Project Manager:
Scott Moreland

General Conditions

Quantity Unit Cost

Supervision	1 lot	400
Final Clean	1 lot	250

Demolition

Demolition of existing walls	29 linft
demo frame and door for re-install	1 lot
Dumpster	1 lot

Rough/Finish Carpentry

No work at this time

Door/Windows

Relocate existing timely frame and door from existing location to new wall.	1 lot
---	-------

Drywall, Framing, and Carpentry

Frame new wall	14 linft
Drywall repair where demo has occurred	1 lot

Acoustical Ceilings

Cut ceiling tile as needed for new wall and install new ceiling tile where demo occurred.

Wall Finishes

Prime and paint walls	1 lot
to match existing	1 lot

Floor Coverings

Carpet tile Bigelow: Seoul CT226	80 yds
Floor prep allowance	1 lot

(b) (4)

(b) (6)

(b) (6)

Init.: Less

/Govt.

Transition strips
Johnsonite 4" vinyl cove base

8 linft
120 linft

(b) (4)

Electrical

Lot cost of demolition
Fire Horn/strobe device wired to existing
circuits
Single pole switch
Existing duplex receptacles to be relocated
New standard duplex receptacles
Phone / Data boxes with pull wire to above
ceiling

1
1 lot
1 lot
2 lot
2 lot
2 lot

Specialty

Sub-Total
OH &P:
Total Cost :

(b) (4)

Alternates

GRAND TOTAL

Exclusions

Anything not listed above

Notes

Work is figured to be completed during normal
business hours (except noisy items)
No wage requirements are included

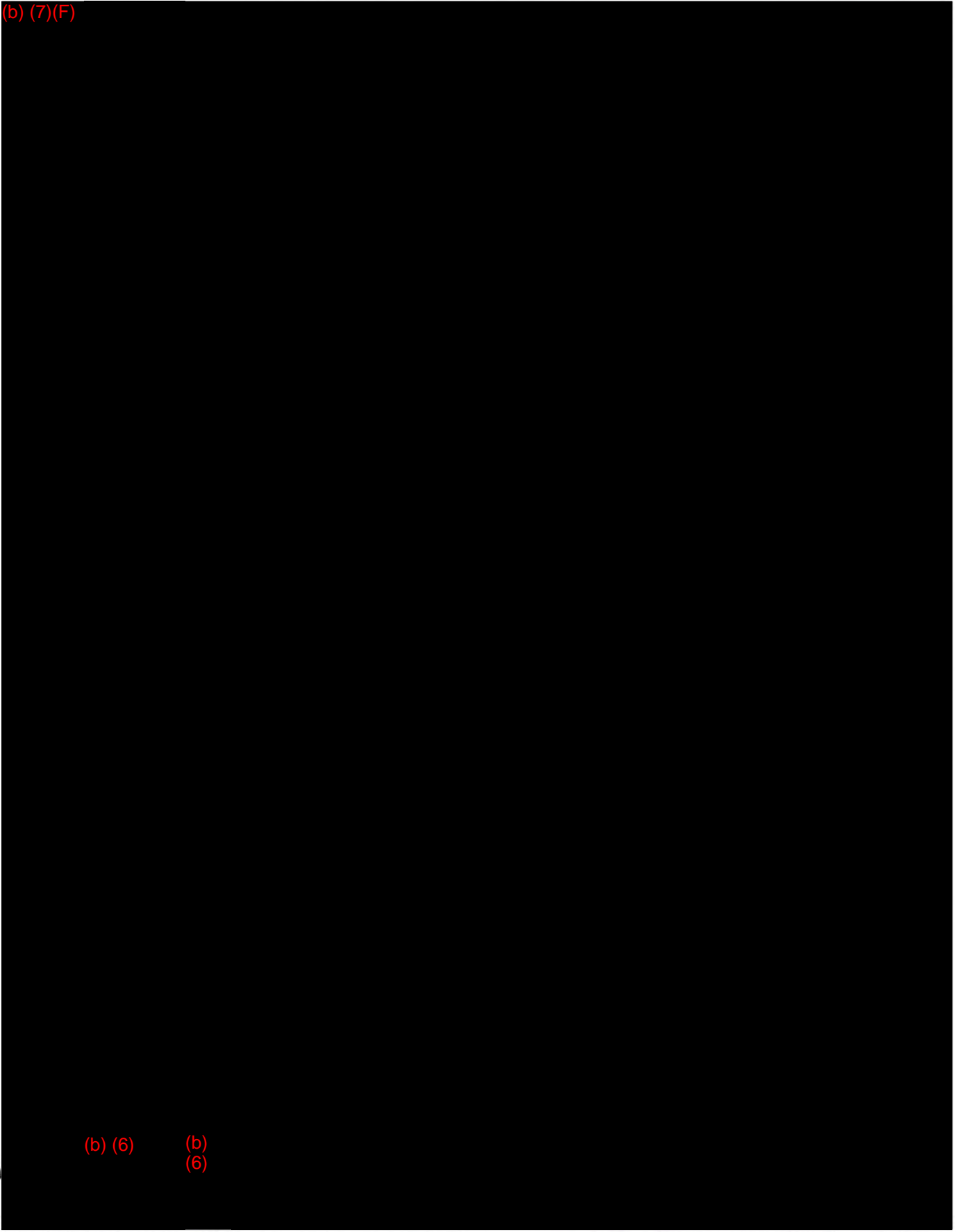
(b) (6)

Init.: Lessd /Govt

(b) (6)

14th Floor

(b) (7)(F)



(b) (6)

(b)
(6)

In

From: CIP 2014/HC North Penn Owner, LLC

875 N. Michigan Avenue, Suite 4100
Chicago, IL 60611

c/o The Hearn Company
135 N Pennsylvania Street, Suite 780
Indianapolis, IN 46240

Technology Services Organization,
USMC (United States Marine Corps) Department of
Defense

To: GS-05B-18394

Change Order #48 (revised)

Date: 04/14/2016

Description	TI (recommended)	Notes
TOTAL COST		
Description:		
Cost to build wall and divide room 2118	\$ (b) (4)	
Add 3 doors indicated on attached map provided by R. Garcia		
Adjustments to ceiling tile, HVAC diffusers / carpet/ base/ paint all walls		
*quote from vendor is attached		
All work to be completed during normal business hours		
1 HID Thin Line Card Reader (Interior wall mount)	\$	price includes tax
1 Electric Strike		
Monthly Monitoring is to be contracted directly between vendor and tenant		
Hard Construction Costs Subtotal	\$	Hard Construction Costs Subtotal Shell
Construction OH&P	\$	Construction Management OH&P (Compass Construction)
Lessor OH&P	\$	Lessor OH&P
Total	\$	Total

(b)
(6)

(b) (6)

Gov
Init.: Lessor



SONITROL
VERIFIED ELECTRONIC SECURITY

Security Proposal

Date Feb 9, 2016

Sold To

Department of Defense

135 N. Pennsylvania Street
21st Floor
Indianapolis, IN

Phone

Email

Your Security Consultant

Whitney Turso

317-261-2600

wturso@SonitrolIndy.com

Qty	Description
1	HID Thin Line Card Reader (Interior Wall Mount)
1	Electric Strike
Incl. Wire and Labor	

Notes for customer:

1. Quote is based on adding onto the existing Sonitrol Access Control System.
2. Quote includes adding a card reader and electric strike to the new single door that will be added on the 21st floor. This door leads from the common hall into the suite.

Subtotal: (b) (4)

Tax:

Total:

Additional Monthly
Monitoring

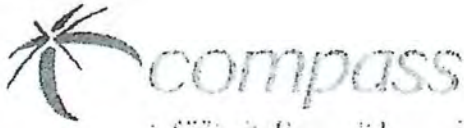
mo.

Init.: Less

/Govt.:

QUOTE VALID FOR 30 DAYS

4 weeks on clocks



Compass Construction Group
55 Monument Circle St. #450
Indianapolis, IN 46204
Phone: 317.573.4600
Fax: 317.899.9348

Date: 1/13/2016
Client: Nicole Langdon
Colliers
Address: 135 N Pennsylvania
Suite #780

Project Name:
21st floor USMC
Project Manager:
Scott Moreland

General Conditions

Quantity Unit Cost

Supervision	1 lot	(b) (4)
General Clean Up	1 lot	
Final Clean	1 lot	

Demolition

demo opening for new door location	1 lot	
demo wing wall with in the space		

Rough/Finish Carpentry

No work at this time

Door/Windows

New solid core door to match existing	1 lot	
Timely metal frame to match existing	1 lot	
Door hardware to match existing	1 lot	
Labor to install door and frame	1 lot	
New 3'6" door to match all finishes	2 lot	

Drywall, Framing, and Carpentry

Frame new wall	28 linft	
touch up existing walls where demo has occur	1 lot	

this will be installed 3" back from outside corner

Acoustical Ceilings

adjust existing tile to work with new wall layout	1 lot	
---	-------	--

Wall Finishes

Prime and paint walls to match existing	1250 sqft 1 lot	(b) (6)
--	--------------------	---------

Init.: Less

/Govt.

(b) (6)

Floor Coverings

New 4" vinyl cove base	120 linft
patch carpet at door location (owner provided Material)	2 lot

(b) (4)

Electrical

Relocate 2-gang switch for corridor	
Add Exit lights	2 lot
Install three way switch to single pole switch in conference room	1 lot
Wire two light fixtures to switch	2 lot
Change three way switch to single pole switch in conference room	1 lot
Add customer provided 2x4 fixture in conference	1 lot

Specialty

Sub-Total
OH &P:
Total Cost :

Alternates

Exclusions

Anything not listed above

Notes

Work is figured to be completed during normal business hours (except noisy items)
No wage requirements are included

Init.: Lessor

(b) (6)

/Gov

(b) (6)

(b) (7)(F)

Init.: Lessor (b) (6) /Govt. (b) (6)

13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
820
821
822
823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
840
841
842
843
844
845
846
847
848
849
850
851
852
853
854
855
856
857
858
859
860
861
862
863
864
865
866
867
868
869
870
871
872
873
874
875
876
877
878
879
880
881
882
883
884
885
886
887
888
889
890
891
892
893
894
895
896
897
898
899
900
901
902
903
904
905
906
907
908
909
910
911
912
913
914
915
916
917
918
919
920
921
922
923
924
925
926
927
928
929
930
931
932
933
934
935
936
937
938
939
940
941
942
943
944
945
946
947
948
949
950
951
952
953
954
955
956
957
958
959
960
961
962
963
964
965
966
967
968
969
970
971
972
973
974
975
976
977
978
979
980
981
982
983
984
985
986
987
988
989
990
991
992
993
994
995
996
997
998
999
1000
1001
1002
1003
1004
1005
1006
1007
1008
1009
1010
1011
1012
1013
1014
1015
1016
1017
1018
1019
1020
1021
1022
1023
1024
1025
1026
1027
1028
1029
1030
1031
1032
1033
1034
1035
1036
1037
1038
1039
1040
1041
1042
1043
1044
1045
1046
1047
1048
1049
1050
1051
1052
1053
1054
1055
1056
1057
1058
1059
1060
1061
1062
1063
1064
1065
1066
1067
1068
1069
1070
1071
1072
1073
1074
1075
1076
1077
1078
1079
1080
1081
1082
1083
1084
1085
1086
1087
1088
1089
1090
1091
1092
1093
1094
1095
1096
1097
1098
1099
1100
1101
1102
1103
1104
1105
1106
1107
1108
1109
1110
1111
1112
1113
1114
1115
1116
1117
1118
1119
1120
1121
1122
1123
1124
1125
1126
1127
1128
1129
1130
1131
1132
1133
1134
1135
1136
1137
1138
1139
1140
1141
1142
1143
1144
1145
1146
1147
1148
1149
1150
1151
1152
1153
1154
1155
1156
1157
1158
1159
1160
1161
1162
1163
1164
1165
1166
1167
1168
1169
1170
1171
1172
1173
1174
1175
1176
1177
1178
1179
1180
1181
1182
1183
1184
1185
1186
1187
1188
1189
1190
1191
1192
1193
1194
1195
1196
1197
1198
1199
1200
1201
1202
1203
1204
1205
1206
1207
1208
1209
1210
1211
1212
1213
1214
1215
1216
1217
1218
1219
1220
1221
1222
1223
1224
1225
1226
1227
1228
1229
1230
1231
1232
1233
1234
1235
1236
1237
1238
1239
1240
1241
1242
1243
1244
1245
1246
1247
1248
1249
1250
1251
1252
1253
1254
1255
1256
1257
1258
1259
1260
1261
1262
1263
1264
1265
1266
1267
1268
1269
1270
1271
1272
1273
1274
1275
1276
1277
1278
1279
1280
1281
1282
1283
1284
1285
1286
1287
1288
1289
1290
1291
1292
1293
1294
1295
1296
1297
1298
1299
1300
1301
1302
1303
1304
1305
1306
1307
1308
1309
1310
1311
1312
1313
1314
1315
1316
1317
1318
1319
1320
1321
1322
1323
1324
1325
1326
1327
1328
1329
1330
1331
1332
1333
1334
1335
1336
1337
1338
1339
1340
1341
1342
1343
1344
1345
1346
1347
1348
1349
1350
1351
1352
1353
1354
1355
1356
1357
1358
1359
1360
1361
1362
1363
1364
1365
1366
1367
1368
1369
1370
1371
1372
1373
1374
1375
1376
1377
1378
1379
1380
1381
1382
1383
1384
1385
1386
1387
1388
1389
1390
1391
1392
1393
1394
1395
1396
1397
1398
1399
1400
1401
1402
1403
1404
1405
1406
1407
1408
1409
1410
1411
1412
1413
1414
1415
1416
1417
1418
1419
1420
1421
1422
1423
1424
1425
1426
1427
1428
1429
1430
1431
1432
1433
1434
1435
1436
1437
1438
1439
1440
1441
1442
1443
1444
1445
1446
1447
1448
1449
1450
1451
1452
1453
1454
1455
1456
1457
1458
1459
1460
1461
1462
1463
1464
1465
1466
1467
1468
1469
1470
1471
1472
1473
1474
1475
1476
1477
1478
1479
1480
1481
1482
1483
1484
1485
1486
1487
1488
1489
1490
1491
1492
1493
1494
1495
1496
1497
1498
1499
1500
1501
1502
1503
1504
1505
1506
1507
1508
1509
1510
1511
1512
1513
1514
1515
1516
1517
1518
1519
1520
1521
1522
1523
1524
1525
1526
1527
1528
1529
1530
1531
1532
1533
1534
1535
1536
1537
1538
1539
1540
1541
1542
1543
1544
1545
1546
1547
1548
1549
1550
1551
1552
1553
1554
1555
1556
1557
1558
1559
1560
1561
1562
1563
1564
1565
1566
1567
1568
1569
1570
1571
1572
1573
1574
1575
1576
1577
1578
1579
1580
1581
1582
1583
1584
1585
1586
1587
1588
1589
1590
1591
1592
1593
1594
1595
1596
1597
1598
1599
1600
1601
1602
1603
1604
1605
1606
1607
1608
1609
1610
1611
1612
1613
1614
1615
1616
1617
1618
1619
1620
1621
1622
1623
1624
1625
1626
1627
1628
1629
1630
1631
1632
1633
1634
1635
1636
1637
1638
1639
1640
1641
1642
1643
1644
1645
1646
1647
1648
1649
1650
1651
1652
1653
1654
1655
1656
1657
1658
1659
1660
1661
1662
1663
1664
1665
1666
1667
1668
1669
1670
1671
1672
1673
1674
1675
1676
1677
1678
1679
1680
1681
1682
1683
1684
1685
1686
1687
1688
1689
1690
1691
1692
1693
1694
1695
1696
1697
1698
1699
1700
1701
1702
1703
1704
1705
1706
1707
1708
1709
1710
1711
1712
1713
1714
1715
1716
1717
1718
1719
1720
1721
1722
1723
1724
1725
1726
1727
1728
1729
1730
1731
1732
1733
1734
1735
1736
1737
1738
1739
1740
1741
1742
1743
1744
1745
1746
1747
1748
1749
1750
1751
1752
1753
1754
1755
1756
1757
1758
1759
1760
1761
1762
1763
1764
1765
1766
1767
1768
1769
1770
1771
1772
1773
1774
1775
1776
1777
1778
1779
1780
1781
1782
1783
1784
1785
1786
1787
1788
1789
1790
1791
1792
1793
1794
1795
1796
1797
1798
1799
1800
1801
1802
1803
1804
1805
1806
1807
1808
1809
1810
1811
1812
1813
1814
1815
1816
1817
1818
1819
1820
1821
1822
1823
1824
1825
1826
1827
1828
1829
1830
1831
1832
1833
1834
1835
1836
1837
1838
1839
1840
1841
1842
1843
1844
1845
1846
1847
1848
1849
1850
1851
1852
1853
1854
1855
1856
1857
1858
1859
1860
1861
1862
1863
1864
1865
1866
1867
1868
1869
1870
1871
1872
1873
1874
1875
1876
1877
1878
1879
1880
1881
1882
1883
1884
1885
1886
1887
1888
1889
1890
1891
1892
1893
1894
1895
1896
1897
1898
1899
1900
1901
1902
1903
1904
1905
1906
1907
1908
1909
1910
1911
1912
1913
1914
1915
1916
1917
1918
1919
1920
1921
1922
1923
1924
1925
1926
1927
1928
1929
1930
1931
1932
1933
1934
1935
1936
1937
1938
1939
1940
1941
1942
1943
1944
1945
1946
1947
1948
1949
1950
1951
1952
1953
1954
1955
1956
1957
1958
1959
1960
1961
1962
1963
1964
1965
1966
1967
1968
1969
1970
1971
1972
1973
1974
1975
1976
1977
1978
1979
1980
1981
1982
1983
1984
1985
1986
1987
1988
1989
1990
1991
1992
1993
1994
1995
1996
1997
1998
1999
2000
2001
2002
2003
2004
2005
2006
2007
2008
2009
2010
2011
2012
2013
2014
2015
2016
2017
2018
2019
2020
2021
2022
2023
2024
2025
2026
2027
2028
2029
2030
2031
2032
2033
2034
2035
2036
2037
2038
2039
2040
2041
2042
2043
2044
2045
2046
2047
2048
2049
2050
2051
2052
2053
2054
2055
2056
2057
2058
2059
2060
2061
2062
2063
2064
2065
2066
2067
2068
2069
2070
2071
2072
2073
2074
2075
2076
2077
2078
2079
2080
2081
2082
2083
2084
2085
2086
2087
2088
2089
2090
2091
2092
2093
2094
2095
2096
2097
2098
2099
2100
2101
2102
2103
2104
2105
2106
2107
2108
2109
2110
2111
2112
2113
2114
2115
2116
2117
2118
2119
2120
2121
2122
2123
2124
2125
2126
2127
2128
2129
2130
2131
2132
2133
2134
2135
2136
2137
2138
2139
2140
2141
2142
2143
2144
2145
2146
2147
2148
2149
2150
2151
2152
2153
2154
2155
2156
2157
2158
2159
2160
2161
2162
2163
2164
2165
2166
2167
2168
2169
2170
2171
2172
2173
2174
2175
2176
2177
2178
2179
2180
2181
2182
2183
2184
2185
2186
2187
2188
2189
2190
2191
2192
2193
2194
2195
2196
2197
2198
2199
2200
2201
2202
2203
2204
2205
2206
2207
2208
2209
2210
2211
2212
2213
2214
2215
2216
2217
2218
2219
2220
2221
2222
2223
2224
2225
2226
2227
2228
2229
2230
2231
2232
2233
2234
2235
22

From: CIP 2014/HC North Penn Owner, LLC
875 N. Michigan Avenue, Suite 4100
Chicago, IL 60611

c/o The Hearn Company
135 N Pennsylvania Street, Suite 780
Indianapolis, IN 46240

Technology Services Organization,
USMC (United States Marine Corps) Department of
Defense

To: GS-05B-18394
Change Order #48 (revised)
DUN's # (b) (4)

Date: 04/19/2016

Description	TI (recommended)	Notes
TOTAL COST		
Furniture Reconfiguration Project		
Description of Work:		
Cost for electrical/ telecommunications/ data		
on 19th floor - 15 working days anticipated start-finish		
Electrical	\$ (b) (4)	
Telecommunications/Data	\$	
Cost for electrical/ telecommunications/ data		
on 21st floor: southwest quadrant - 8 working days start-finish		
Electrical	\$	
Telecommunications/Data	\$	
One (1) parking space for contractor (b) (4)		
\$		
*quotes from contractor are attached		
All work to be completed during normal business hours; no overtime included		
USMC to provide temp badges for contractors		
Hard Construction Costs Subtotal		
Hard Construction Costs Subtotal	\$	Hard Construction Costs Subtotal Shell
Construction OH&P	\$	Construction Management OH&P (Compass Construction)
Lessor OH&P	\$	Lessor OH&P
Total	\$	Total

(b) (6)

/Govt.

(b) (6)

Init.: Lessor



7768 Zionsville Road, Suite #150
Indianapolis, IN 46268
317-713-7777

Electrical Contracting ▲ Validation/Commissioning ▲ Technical Writing

April 19, 2016

**135 North Pennsylvania
USMC - Furniture**

SCOPE:

- All work 100% WBE for divisions 26, 27, and 28
- CREW proposes to furnish, labor, material, tools and equipment to complete the scope of work outlined in the bid documents

19th Floor:

- Disconnect existing furniture
- Connect new furniture utilizing existing circuits and adding new as required to provide no more than (4) cubicles per circuit
- Remove and coil up (85) Category 6 Triplex furniture outlets
- Provide, install, terminate and test (3) Category 6 CMP rated cables to (28) new/additional cubicle locations
- Provide, install, terminate and test new Category 6 cabling to furniture locations where existing cabling cannot be re-used
- Re-install, terminate and test approximately (85) Category 6 triplex sets of cable
- Provide and install new Category 6 patch panels for the (28) new cubicle locations
- Provide Category 6 printed test results and "as built" documentation upon completion
- Provide (1) Category 6 patch cord for each end of new Category 6 cables

21st Floor:

- Disconnect existing furniture
- Connect new furniture utilizing existing circuits and adding new as required to provide no more than (4) cubicles per circuit
- Remove and coil up (27) Category 6 Triplex furniture outlets
- Provide, install, terminate and test (3) Category 6 CMP rated cables to (28) new/additional cubicle locations
- Provide, install, terminate and test new Category 6 cabling to furniture locations where existing cabling cannot be re-used
- Re-install, terminate and test approximately (29) Category 6 triplex sets of cable
- Provide and install new Category 6 patch panels for (13) new cubicle and (2) wall outlet locations
- Provide Category 6 printed test results and "as built" documentation upon completion
- Provide (1) Category 6 patch cord for each end of new Category 6 cables
- Existing patch panels and patch cords will be re-used

EXCLUSIONS:

- All work to be completed during normal working hours; no shift work or overtime has been included
- (1) parking spot to be provided to CREW

Init.: Lesson [REDACTED] /Govt.: [REDACTED]



7768 Zionsville Road, Suite #150
Indianapolis, IN 46268
317-713-7777

Electrical Contracting ▲ Validation/Commissioning ▲ Technical Writing

PRICING:

19th Floor Electrical..... (b) (4)
19th Floor Tele/Data
21st Floor Electrical
21st Floor Tele/Data.....

Michael LaFever
Vice President of Electrical Services
The CREW Corporation
Electrical Contracting, Validation/Commissioning and Technical Writing

7768 Zionsville Road Suite #150
Indianapolis, IN 46268
Office: 317-713-7777
Cell: 317-670-4814
mlafever@crewcorp.com

Init.: Lessor (b) (6) /Govt (b) (6)

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 8: TO LEASE NO. GS-05B-18394
ADDRESS OF PREMISES: BMO (M&I) Plaza 135 Pennsylvania Street 19 th -22 nd Floors Indianapolis, IN 46202-2400.	PDN Number: PS 0096696

THIS AMENDMENT is made and entered into between CJP 2014/HG North Penn Owner, LLC
 whose address is: 875 N. Michigan Ave.
 Suite 4100
 Chicago, IL 60611-1910

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon Government Execution as follows:

Lease Amendment No. 8 is hereby issued to give Notice to Proceed for the following work:

Work	Proposal Date	Amount
19th Floor Wall Construction	08/29/2016	(b) (4)
21st Floor Construction	09/09/2016	(b) (4)
Lessor OH&P		
Total NTP Amount:		\$240,805.68

The amount of \$240,805.68 includes, but is not limited to, all materials, labor, overhead, profit, applicable sales tax, permitted, and any A/E fees. Upon completion and acceptance of the work by the Government and receipt of a proper invoice from the Lessor, the Government shall pay the Lessor a one-time lump sum payment in the amount of \$240,805.68. Any amount of the amount \$240,805.68 must be approved by the Government Contracting Officer in writing.

This Lease Amendment contains 6 pages.

All other terms and conditions of the lease shall remain in force and effect.
 IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

(b) (6)
 Signature: _____
 Name: BLAKE A. HELLMAYER
 Title: AUTHORIZED SIGNATORY
 Entity Name: CJP 2014/HG North Penn Owner LLC
 Date: 12/6/16

FOR THE GOVERNMENT:

(b) (6)
 Signature: _____
 Name: JEANETTE BOERS
 Title: Lease Contracting Officer
 GSA, Public Buildings Service
 Date: 12/22/16

WITNESSED FOR THE LESSOR BY:

(b) (6)
 Signature: _____
 Name: Tanner Hawks
 Title: Leasing Analyst
 Date: 12/6/16

Please following the instructions below when submitting invoices for payment:

1. GSA procedures require invoice(s) to contain a Pegasys Document Number (PDN). The PDN for this transaction is: **PS0036696**. Please ensure this number is included on **ALL** invoice(s) submitted to the finance center listed below.
2. If another entity other than the Lessor submits the invoice(s), please include the name and address of the entity and not your company's information. The vendor's name and address must match the name and address of the payee of the lease document.
3. Please submit invoices electronically to www.finance.gsa.gov. Vendors or Lessor's unable to submit invoices electronically can submit directly to the Greater Southwest Finance Center with a copy sent to the Lease Contracting Officer. The invoice(s) should be mailed to the following address:

GSA, Greater Southwest Finance Center (7BCP)
P.O. Box 17181
Fort Worth, Texas 76102

END OF DOCUMENT

INITIALS:

(b) (6)

LESSOR

&

(b) (6)

GOVT.



7768 Zionsville Road, Suite #150
Indianapolis, IN 46268
317-713-7777

Electrical Contracting ▲ Validation/Commissioning ▲ Technical Writing

Michael LaFever
Vice President of Electrical Services
The CREW Corporation
Electrical Contracting, Validation/Commissioning and Technical Writing

7768 Zionsville Road Suite #150
Indianapolis, IN 46268
Office: 317-713-7777
Cell: 317-670-4814
mlafever@crewcorp.com

A Certified Woman's Business Enterprise ▲ www.crewcorp.com ▲ FAX: 317-713-7701

Init.: Lessor

(b) (6)

Govt.:

(b) (6)

COMPASS - WHITE SHEET

COMPASS		PROJECT NAME: USMC Remodel				GROSS SF: [REDACTED]		#DIV/01	
		PROJECT LOCATION: Indianapolis, IN 46204				TAX EXEMPT (YES/NO): NO			
		PROJECT ARCHITECT: N/A				BUILDER'S RISK (YES/NO): NO			
		BID DATE: 9/9/2016				PERF/PAY BOND (YES/NO): NO			
		PRINT DATE / TIME:				MAINT. BOND (YES/NO): NO			
LINE #	LINE ITEM DESCRIPTION	SPEC. #	MATERIAL	LABOR	SUB	LINE TOTAL	LINE ITEM STATUS	SUB	
1	GENERAL CONDITIONS		0	0	(b) (4)	(b) (4)	complete	COMPASS	
2	Permit Allowance		0	0	(b) (4)		OPEN	COMPASS	
3	Final Clean		0	0					
4	Demo		0	0			complete	Ardent	
5	Millwork		0	0			complete	REFI	
6	Hollow Metal Doors, Frames & Hardware		0	0			complete	Destech Vibration	
7	Aluminum Entrances, Storefronts & Glazing		0	0			OPEN	RNA	
8	Framing/Drywall, Insul, Rough Carp.		0	0			complete	Bairns	
9	Flooring		0	0			complete	Contra	
10	Corridor Flooring Carpet		0	0					
11	Acoustical Ceilings		0	0			complete	AG	
12	Painting		0	0			complete	Ardent	
13	Specialties relocate extinguisher cabinets		0	0			complete	PAH	
14	Plumbing		0	0			complete	Bali	
15	Fire Protection Systems		0	0			complete	JA Fire	
16	Mechanical		0	0			complete	S&H	
17	Electrical		0	0			complete	JN Electric	
SUB-TOTAL #1 (totalled across):			0	0					
ADDED SALES TAX: 7.00%			0	0					
SUB-TOTAL #2 (totalled across):			0	0					
CONTINGENCY: 0.00%			0	0					
BUILDER'S RISK: 0.00850			0	0					
GENERAL INSURANCE: PLPD 0.00265			0	0					
SUB-TOTAL #3 (totalled across):			0	0					
DESIGN FEE: 0.00%			0	0					
COMPASS OVERHEAD & PROFIT: 9.00%			0	0					
SUB-TOTAL #4 (totalled across):			0	0					
ARCHITECT & ENGINEER:									
ADD PERF / PAYMENT BOND: 0.0063									
ADD MAINTENANCE BOND: 0.0012									
TOTAL BID excluding bond:									

Ink: Lesson [REDACTED] Govt. [REDACTED]



7768 Zionsville Road, Suite #150
Indianapolis, IN 46268
317-713-7777

Electrical Contracting ▲ Validation/Commissioning ▲ Technical Writing

August 29, 2016

135 North Pennsylvania
20th, 21st, and 22nd Floor - USMC

SCOPE:

- All work 100% WBE for divisions 26 and 27
- CREW proposes to furnish, labor, material, tools and equipment to complete the scope of work outlined in the bid documents
- Disconnect existing furniture
- Connect new furniture utilizing existing circuits and adding new as required to provide no more than (4) cubicles per circuit
- Provide and install the following receptacles
 - 20th Floor
 - (13) Duplex receptacles
 - (1) Dedicated duplex receptacle
 - (1) GFI receptacle
 - 21st Floor
 - (15) Duplex receptacles
 - (1) Dedicated duplex receptacle
 - 22nd Floor
 - (3) Dedicated duplex receptacles
- Remove and coil up (71) Category 6 Triplex furniture outlets on the 20th Floor.
- Provide, install, terminate and test (3) Category 6 CMP rated cables to (54) new locations on the 20th Floor.
- Re-install, terminate and test approximately (71) Category 6 triplex sets of cable.
- Remove and coil up (13) Category 6 Triplex furniture outlets on the 20th Floor.
- Provide, install, terminate and test (3) Category 6 CMP rated cables to (23) new locations on the 21st Floor.
- Re-install, terminate and test approximately (13) Category 6 triplex sets of cable.
- Remove and coil up (69) Category 6 Triplex furniture outlets on the 22nd Floor.
- Provide, install, terminate and test (3) Category 6 CMP rated cables to (39) new locations on the 22nd Floor.
- Re-install, terminate and test approximately (69) Category 6 triplex sets of cable on the 22nd Floor.
- Provide and install new Category 6 patch panels for the (28) new cubicle locations.
- Provide Category 6 printed test results and "as built" documentation upon completion.
- Provide (1) Category 6 patch cord for each end of new Category 6 cables.
- Existing patch panels and patch cords will be re-used as applicable.

EXCLUSIONS:

- All work to be completed during normal working hours; no shift work or overtime has been included
- (1) parking spot to be provided to CREW
- All new and relocated lighting to be provided and installed by others

PRICING:

Base Bid (b) (4)

A Certified Women's Business Enterprise ▲ www.crewcorp.com ▲ FAX: 317-713-7701

(b) (6)
Init: Less Govt (b) (6)

From: CIP 2014/HQ North Penn Owner, LLC
 875 N. Michigan Avenue, Suite 4100
 Chicago, IL 60611

c/o The Heery Company
 135 N. Pennsylvania Street, Suite 780
 Indianapolis, IN 46240

Technology Services Organization,
 USMC (United States Marine Corps) Department of
 Defense.

To: GS-05B-18394
 Change Order #50
 DUNS# (b) (6)

Date: 09/15/2016

Description	If (recommended) TOTAL COST	Notes
Furniture Reconfiguration Project		
Description of Work: Cost for electrical telecommunications/data on floors 20, 21, and 22	\$	
Construction costs associated with the furniture reconfiguration on floors 20, 21 and 22	\$	
Vendor proposals attached		
All work to be completed during normal business hours; no overtime included		
USMC to provide temp badges for contractors		
Hard Construction Costs Subtotal	\$	
Lessor O&M	\$	
Total	\$	
Hard Construction Costs Subtotal Shell		
Lessor O&M		
Total		

(b) (4)

(b) (6)

(b) (6)

Init.: Lessor Govt.

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 69 (b) (6) 8/8/18 (b) (6) 8/8/18
LEASE AMENDMENT	TO LEASE NO. GS-06B-18394
ADDRESS OF PREMISES 135 N. Pennsylvania Street Indianapolis, IN 46204-2400	

THIS AGREEMENT, made and entered into this date by and between

whose address is: 135 N. Pennsylvania LLC
1 Towne Sq Ste 1600
Southfield, MI 48076-3728

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

WHEREAS, the parties hereto desire to effect a change of ownership.

WHEREAS, subsequent payments to the Former Lessor will continue until such time a Lease Contracting Officer executes this lease amendment effecting a change to the new owner/payee identified in this Lease Amendment.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective the first day of the month following date of signature of Government as follows:

- Lease Amendment No. **(b) (6)** **(b) (6)** 8/8/18 is issued to reflect a change of ownership thereby modifying the Lessor/Payee Information, Tax Identification Number, Duns Number and either GSA Form 351B or 3518A, Representations and Certifications as applicable.
- The New Lessor assumes, approves, adopts and agrees to be bound by all the terms of the Lease.

FORMER LESSOR/PAYEE
CIP 2014/HC North Penn Owner LLC
875 N. Michigan Avenue, Suite 4100
Chicago, IL 60611-1910

NEW LESSOR/PAYEE
135 N. Pennsylvania LLC
1 Towne Sq Ste 1600
Southfield, MI 48076-3728
DUNS NUMBER: **(b) (4)** **(b) (6)**
TIN: **(b) (4)**
Phone Number: 248-827-1700

This Lease Amendment contains 1 pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: **(b) (6)**
Name: Paul A. Stodulski, Authorized Representative
Title: of BMO Plaza Holdings LLC, the sole
Entity Name: member of 135 N. Pennsylvania LLC
Date: _____

FOR THE GOVERNMENT:

Signature: **(b) (6)**
Name: Laurice D. Lacy
Title: Lease Contracting Officer
GSA, Public Buildings Service, Real Estate Division
Date: 18-July-2018

WITNESSED FOR THE LESSOR BY:

Signature: **(b) (6)**
Name: U. Cynthia K. Santolucito
Title: Lease Administrator
Date: July 18, 2018

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 10
LEASE AMENDMENT	TO LEASE NO. GS-05B-18394
ADDRESS OF PREMISES BMO (M&I) PLAZA 135 N PENNSYLVANIA STREET 19 TH - 22 ND FLOORS INDIANAPOLIS, IN 46202-2400	PDN Number: N/A

THIS AGREEMENT, made and entered into this date by and between 135 N. Pennsylvania, LLC

whose address is: 1 Towne Square
Suite 1600
Southfield, MI 48076-3728

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon mutual execution of his Lease Amendment as follows:

This Lease Amendment #10 is issued to add 20,088 rentable square feet/18,262 ANSI/BOMA Office Area square feet in Suite 1800 on the 18th floor.

Therefore, Paragraph 1 of the Standard Form 2 shall be deleted in its entirety and replaced with the following:

The Lessor hereby leases to the Government the following described premises

This Lease Amendment contains 3 pages (Including Exhibit A).

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: (b) (6)
 Name: PAUL A. STODULSKI
 Title: AUTHORIZED REPRESENTATIVE
 Entity Name: 135 N. PENNSYLVANIA LLC
 Date: 6-13-19

FOR THE GOVERNMENT:

Signature: (b) (6)
 Name: Joanne Ladwig
 Title: Lease Contracting Officer
 GSA, Public Buildings Service,
 Date: 6/18/2019

WITNESSED FOR THE LESSOR BY:

Signature: (b) (6)
 Name: Cynthia L. Stankowski
 Title: Lease Administrator
 Date: 6/13/19

A total of 94,850 rentable square feet (RSF), consisting of 83,273 ANSI/BOMA Office Area square feet (USF) of space located on floors eighteen (18th) thru twenty-two (22nd) of BMO Plaza at 135 N. Pennsylvania Street in Indianapolis, IN 60602. One hundred and eighty-five (185) parking spaces, twenty (20) of which shall be onsite, are also included as part of rental consideration. Said Premises to be used for such purposes as determined by the General Services Administration.

The 94,850 RSF/83,273 USF consists of the following:

Block A: Existing space consisting of 74,762 RSF and 65,011 USF of office and related space located on floors 19 – 22.

Block B: Expansion space consisting of 20,088 RSF and 18,262 USF of office and related space on the 18th floor as shown on the attached floor plan (Exhibit A)

Paragraph 12 of the Standard Form 2 Attachment A shall be deleted in its entirety and replaced with the following:

In accordance with Paragraph 4.1 of the SFO, the Common Area Factor is established as 1.14999 (74,762 RSF/65,011 USF for floors 19-22 and a Common Area Factor of 1.09998 (20,088 RSF/18,262 USF) for the 18th floor.

Paragraph 14 of the Standard Form 2 Attachment A shall be deleted in its entirety and replaced with the following:

The Lease is subject to real estate tax escalation. For tax escalation in accordance with terms Paragraph 4.2 of the SFO, the Government's percentage of occupancy is established as 21.33% which is based upon an occupancy of 94,850 rentable square feet in a building of 444,644 rentable square feet. The parcel number is 1096474.

The annual rental for Block A will remain the same as stated in GS-05B-18394.

Upon substantial completion and acceptance of Block B, the Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	ANNUAL RENT
SHELL RENT ¹	(b) (4)
TENANT IMPROVEMENT RENT	(b) (4)
OPERATING COSTS ²	(b) (4)
TOTAL ANNUAL RENT	\$492,156.00

¹Shell Rent Calculation: (b) (4) per RSF multiplied by 20,088 RSF

²Operating Costs rental calculation: (b) (4) RSF multiplied by 20,088 RSF

Tenant shall pay a Project Management Fee of (b) (4) of the TI Construction Costs to Landlord.

The actual effective date of the expansion space (Block B), final square footage, final build-out cost and the new annual rent will be established by another Lease Amendment after a final acceptance of Block B. Occupancy is anticipated to occur on or about 90 days after the execution of this lease amendment.

INITIALS: (b) (6) & (b) (6)
LESSOR GOV'T

EXHIBIT A

1. Name of the Project	2. Location	3. Date of Completion
4. Total Cost	5. Total Revenue	6. Net Profit
7. Gross Profit	8. Operating Profit	9. Earnings Before Interest and Taxes
10. Earnings After Interest and Taxes	11. Earnings After Depreciation and Amortization	12. Earnings After All Expenses
13. Earnings After All Expenses and Taxes	14. Earnings After All Expenses and Taxes and Depreciation and Amortization	15. Earnings After All Expenses and Taxes and Depreciation and Amortization and All Other Expenses

(b) (7)(F)

Int: Lessor: (b) (6) / Govt: (b) (6)

1. Name of the Project	2. Location	3. Date of Completion
4. Total Cost	5. Total Revenue	6. Net Profit
7. Gross Profit	8. Operating Profit	9. Earnings Before Interest and Taxes
10. Earnings After Interest and Taxes	11. Earnings After Depreciation and Amortization	12. Earnings After All Expenses
13. Earnings After All Expenses and Taxes	14. Earnings After All Expenses and Taxes and Depreciation and Amortization	15. Earnings After All Expenses and Taxes and Depreciation and Amortization and All Other Expenses

18TH FLOOR	
115 N. BROADWAY ST BOSTON, MA 02108	
1. Name of the Project	2. Location
3. Date of Completion	4. Total Cost
5. Total Revenue	6. Net Profit
7. Gross Profit	8. Operating Profit
9. Earnings Before Interest and Taxes	10. Earnings After Interest and Taxes
11. Earnings After Depreciation and Amortization	12. Earnings After All Expenses
13. Earnings After All Expenses and Taxes	14. Earnings After All Expenses and Taxes and Depreciation and Amortization
15. Earnings After All Expenses and Taxes and Depreciation and Amortization and All Other Expenses	16. SCALE: AS SHOWN

REDICO	REAL ESTATE DEVELOPMENT AND INVESTMENT COMPANY
ONE HUNDRED SQUARE, SUITE 1000, BOSTON, MA 02108 (617) 552-1225	

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 11
LEASE AMENDMENT ADDRESS OF PREMISES BMO (M&I) PLAZA 135 N PENNSYLVANIA STREET 19TH - 22ND FLOORS INDIANAPOLIS, IN 46202-2400	TO LEASE NO. GS-05B-18394 PDN Number: PS0043949

THIS AGREEMENT, made and entered into this date by and between 135 N. Pennsylvania, LLC

whose address is: 1 Towne Square
 Suite 1600
 Southfield, MI 48076-3728

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon Government Execution as follows:

Lease Amendment No. 11 is hereby issued to give the Notice to Proceed with the construction of the expansion space (20,088 RSF) on the 18th floor of the BMO Plaza building.

This Lease Amendment approves the construction of the office buildout as outlined by the attached Statement of Work dated March 26, 2019 (Exhibit A). The total cost of the tenant improvements is \$467,444.04. Upon completion of the work, acceptance thereof by the Government, and receipt of a proper invoice from the Lessor, the Government shall pay the Lessor a one-time lump-sum payment in the amount of \$467,444.04. Any amount over \$467,444.04 must be approved by the Contracting Officer in writing via Lease Amendment.

This Lease Amendment contains 3 pages.

All other terms and conditions of the lease shall remain in force and effect.
 IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: (b) (6)
 Name: PAUL A. STODOLSKI
 Title: AUTHORIZED REPRESENTATIVE
 Entity Name: 135 N. PENNSYLVANIA LLC
 Date: 6-13-19

FOR THE GOVERNMENT:

Signature: (b) (6)
 Name: Joanne Ladwig
 Title: Lease Contracting Officer
GSA, Public Buildings Service,
 Date: 6/18/2019

WITNESSED FOR THE LESSOR BY:

Signature: (b) (6)
 Name: Cynthia A. Janowski
 Title: Lease Administrator
 Date: 6/12/19

Regarding the lump-sum payment of \$467,444.04, please follow these instructions:

*Create and include a unique invoice number on the invoice submitted for payment and also include this lease number.

The billing vendor's name and address must match the name and address of the payee on the Government lease document.

*Please cite PS Number PS0043949 on your invoice and submit your invoice directly to the Greater Southwest Finance Center with a copy to the Contracting Officer. **Invoices submitted to Finance without the PS number are immediately returned to the vendor or Lessor.**

*Please submit invoices electronically on the Finance Website at www.finance.gsa.gov. Vendors or lessors who are unable to process the invoices electronically, may mail the invoices to the following address:

GSA, Greater Southwest Finance Center (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

INITIALS:

(b) (6)
LESSOR

&

(b) (6)
GOVT

EXHIBIT A

From: 135 N PENNSYLVANIA, LLC
 One Towne Square, Suite 1600
 Southfield, MI 48076
 c/o Redco Management
 135 N Pennsylvania Street, Suite 780
 Indianapolis, IN 46240

To: Technology Services Organization,
 USMC (United States Marine Corps)
 Department of Defense
 GS-05B-18394
 Change Order #62
 DUNS: (b) (4)
 Cage: (b) (4)

Date 03/26/2019

	Description	TI (recommended) TOTAL COST	Notes
1	Upgrade Existing Control Panel Add Card Readers to 16th floor monthly monitoring to be direct billed to tenant	\$ (b) (4)	
2	Design Fees (billed at a per sq rate) - Schott Design Space Plans CD Additional items are billed hourly (b) (4) if included in cost provided.	\$ \$ \$ \$	20,088 RSF * 0.15 20,088 RSF * 0.65
3	Cabling and Network Contractors: Electric Plus and Clewson Communication	\$ \$	Assumed 215 connections and 4 copiers
4	Demo of existing conditions on 16th floor and build back per floor plan dated 09/27/18 Building standard assumptions to be made for all finishes Detailed construction quote provided - Capitol Construction Services, Inc.	\$ \$ \$ \$	
	Hard Construction Costs Subtotal	\$	Hard Construction Costs Subtotal Shell
	Construction OH&P	\$	Construction Management OH&P
	Lessor OH&P	\$	Lessor OH&P
	Total	\$	Total

Init.: Lessor: (b) (6) / Govt: (b) (6)

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 12 TO LEASE NO. GS-05B-18394
ADDRESS OF PREMISES BMO (M&I) PLAZA 135 N PENNSYLVANIA STREET 18TH - 22ND FLOORS INDIANAPOLIS, IN 46202-2400	PDN Number: PS0043949

THIS AGREEMENT, made and entered into this date by and between 135 N. Pennsylvania, LLC

whose address is: 1 Towne Square
Suite 1600
Southfield, MI 48076-3728

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon Government Execution as follows:

Lease Amendment No. 12 is hereby issued to give the Notice to Proceed with Change Order No. 1, which is for additional work associated with the 18th Floor.

This Lease Amendment (LA) Number twelve (12) approves the additional demo, white noise for 18th floor expansion, and credit for Sonitrol Security Panel as outlined in Exhibit A dated **July 11, 2019** which is attached hereto for the specified price of **\$16,201.14**. This amount includes, but is not limited to, all materials, labor, overhead, profit, applicable sales tax, permitting, and A/E fees. Upon completion of the work, acceptance thereof by the Government, and receipt of a proper invoice from the Lessor, the Government shall pay the Lessor a one-time lump-sum payment in the amount of **\$16,201.14**.

This Lease Amendment contains 3 pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR: 135 N Pennsylvania, LLC

Signature: (b) (6)
 Name: PAUL A. STODOLSKI
 Title: AUTHORIZED REP.
 Entity Name: 135 N. PENNSYLVANIA LLC
 Date: 7-23-19

FOR THE GOVERNMENT:

Signature: (b) (6)
 Name: Joanne Ladwig
 Title: Lease Contracting Officer
GSA, Public Buildings Service,
 Date: 7/25/2019

WITNESSED FOR THE LESSOR BY:

Signature: (b) (6)
 Name: Cynthia H. Tynkiewicz
 Title: Lease Administrator
 Date: 7/23/19

Regarding the lump-sum payment of \$16,201.14, please follow these instructions:

*Create and include a unique invoice number on the invoice submitted for payment and also include this **lease number**.

The billing vendor's name and address must match the name and address of the payee on the Government lease document.

*Please cite PS Number **PS0043949** on your invoice and submit your invoice directly to the Greater Southwest Finance Center with a copy to the Contracting Officer. ***Invoices submitted to Finance without the PS number are immediately returned to the vendor or Lessor.***

*Please submit invoices electronically on the Finance Website at www.finance.gsa.gov. Vendors or lessors who are unable to process the invoices electronically, may mail the invoices to the following address:

GSA, Greater Southwest Finance Center (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

INITIALS:

(b) (6)

LESSOR

&

(b) (6)

GOVT

EXHIBIT A

From: **135 N PENNSYLVANIA, LLC**
 One Towne Square, Suite 1600
 Southfield, MI 48076
 c/o Redco Management
 135 N Pennsylvania Street, Suite 780
 Indianapolis, IN 46240

**Technology Services Organization,
 USMC (United States Marine Corps)
 Department of Defense
 GS-05B-18394**

To: **Change Order #54**
 Case: SAK64

Date: 07/11/19

Description	11 (recommended) TOTAL COST	Notes
Revised Construction Bid for additional work	\$	Original Bid / \$237,560 Revised Bid
Demo 2 Offices on NE and SE corner		
Add wall and door on NW corner (see diagram)		
180ft Floor Window Noise		
Base Bid for open area	\$	
Alternate bid: white noise add to 3 office areas	\$	
Upgrade Existing Beadboard Panel - Credit -		
Add Card Readers to 18th floor	\$	Original Bid / \$18,298.46
Monthly monitoring to be direct billed to tenant		
Hard Construction Costs Subtotal	\$	Hard Construction Costs Subtotal Shell
Construction OH&P	\$	Construction Management OH&P
Lessor OH&P	\$	Lessor OH&P
Total	\$	Total

Init: Lesso (b) (6)
 Govt: (b) (6)

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 13 TO LEASE NO. GS-05B-18394
ADDRESS OF PREMISES BMO (M&I) PLAZA 135 N PENNSYLVANIA STREET 18 TH - 22 ND FLOORS INDIANAPOLIS, IN 46202-2400	PDN Number: PS0043949

THIS AGREEMENT, made and entered into this date by and between 135 N. Pennsylvania, LLC

whose address is: 1 Towne Square
Suite 1600
Southfield, MI 48076-3728

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective October 1, 2019 as follows:

This Lease Amendment #13 is issued to establish the date of completion of the Tenant Improvements for Block B (Expansion Space), establish rental payments and the tenant improvement lump-sum payment for Block B.

The Government accepted Block B (Expansion Space) consisting of 20,088 rentable square feet/18,262 ANSI/BOMA Office Area square feet of office and related space in Suite 1800 on the 18th floor as shown on the attached floor plan (Exhibit A) on October 1, 2019. Block A (Existing Space), consists of 74,762

This Lease Amendment contains 17 pages (Including Exhibit A & B).

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature:

Name:

Title:

Entity Name:

Date:

(b) (6)

Paul A. Stodulski
Authorized Representative
135 N. Pennsylvania LLC
November 15, 2019

Signature:

Name:

Title:

GSA, Public Buildings Service,

Date:

(b) (6)

Joanne Ladwig
Lease Contracting Officer
11/18/2019

WITNESSED FOR THE LESSOR BY:

(b) (6)

Signature:

Name:

Title:

Date:

Cynthia D. Jonkowski
Lease Administrator
November 15, 2019

rentable square feet/65,011 ANSI/BOMA Office Area square feet of office and related space located on floors 19 – 22. Therefore, the total square footage leased by the Government is 94,850 rentable square feet (RSF), consisting of 83,273 ANSI/BOMA Office Area square feet (USF) of space located on floors eighteen (18th) thru twenty-two (22nd).

Effective October 1, 2019, the Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates for Block B (Expansion Space):

	ANNUAL RENT (10/1/2019 – 6/30/2020)
SHELL RENT ¹	(b) (4)
TENANT IMPROVEMENT RENT	
OPERATING COSTS ²	
TOTAL ANNUAL RENT	\$492,156.00

¹Shell Rent Calculation: (b) (4) per RSF multiplied by 20,088 RSF

²Operating Costs rental calculation: (b) (4) per RSF multiplied by 20,088 RSF

Therefore, Paragraph 3 of the Standard Form 2 shall be deleted in its entirety and replaced with the following:

1. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	ANNUAL RENT (Block A) (10/1/2019 – 6/30/2020)	ANNUAL RENT (Block B) (10/1/2019 – 6/30/2020)	TOTAL ANNUAL RENT
SHELL RENT	(b) (4)		
TENANT IMPROVEMENT RENT			
OPERATING COSTS			
TOTAL ANNUAL RENT	\$2,019,260.76	\$492,156.00	\$2,511,416.76

(b) (4) represents the Operating costs with escalations as of October 1, 2019 for Block A. Block B Operating Costs of (b) (4) are subject to escalations per the Lease Agreement.

The date of substantial completion of the Tenant Improvements for Block B is established as October 1, 2019. The Government and Lessor agree that the final Tenant Improvement costs, including all approved change orders is \$483,645.18.

The Lessor will provide a credit of \$1,186.02 as outlined in Exhibit B. Therefore, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$482,459.16, upon receipt of an original invoice after completion, inspection and acceptance of the space.

INITIALS: (b) (6) & (b) (6)
LESSOR GOV'T

The Lessor agrees that the invoice shall be printed on the same letterhead as the named on this Lease, shall include the Lease number, building address and a price and quantity of the items delivered. The invoice shall reference the number PS0043949 and shall be sent electronically to the GSA Finance Website at <http://www.finance.gsa.gov>. Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 817-978-2408.

If the Lessor is unable to process the invoice electronically, then the invoice may be mailed to:

General Services Administration
P.O. Box 17181
Fort Worth, TX 76102-0181

Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Contracting Officer at the following address:

Joanne Ladwig
General Services Administration
Real Estate Division
230 S Dearborn Street
Suite 3300
Chicago, IL 60604

INITIALS:

(b)
(6)

LESSOR

&

(b) (6)

GOVT

EXHIBIT A

(b) (7)(F)



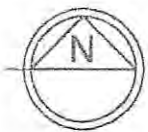
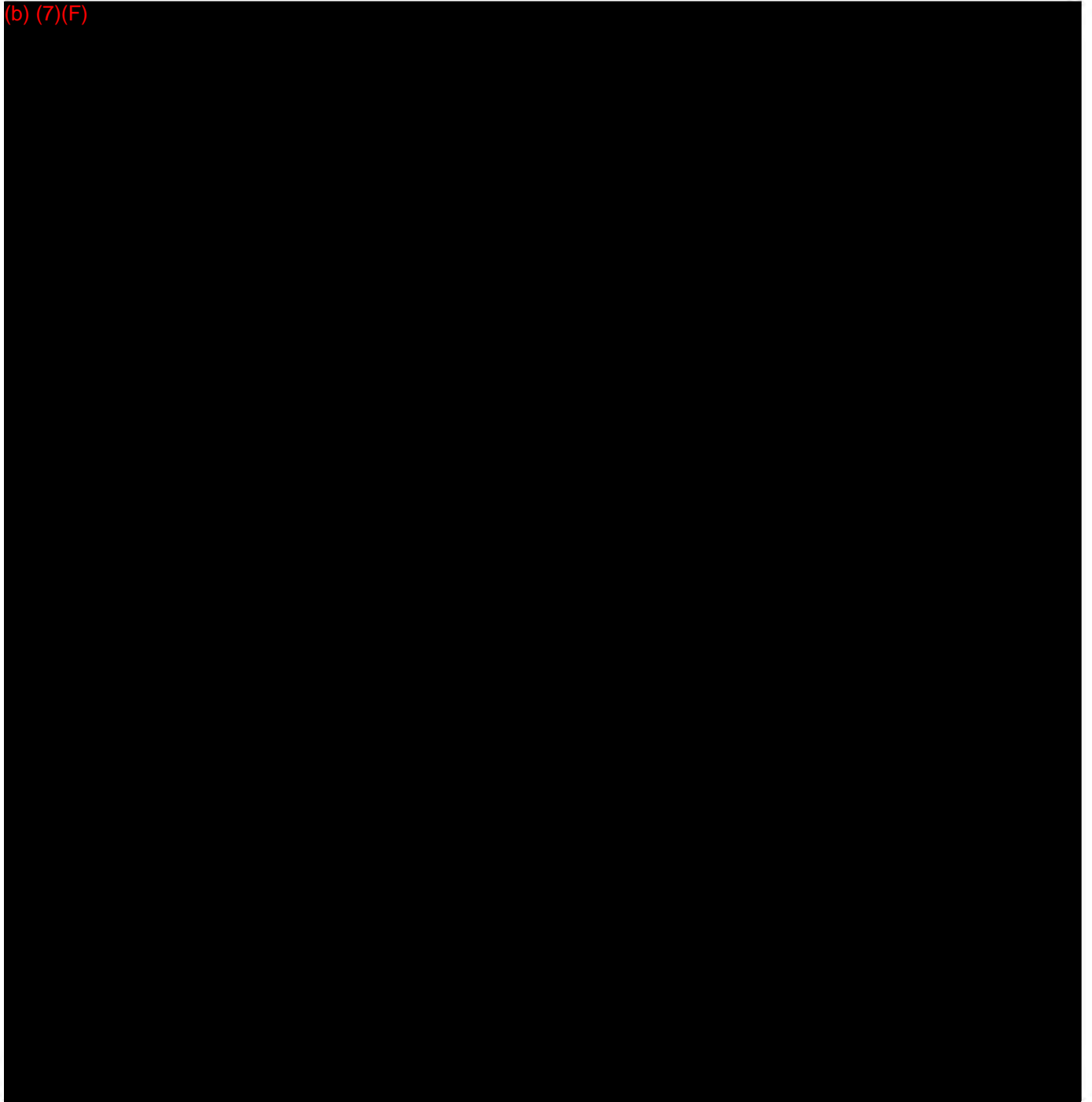
(b) (7)(F)



DISCONTINUED

19


(b) (7)(F)



BMO PLAZA

20

(b) (7)(F)



(b) (7)(F)



BMO PLAZA

22



173 S CR 525 E
Avon, IN 46123
(317) 718-0100
Fax (317) 718-0101

CLARIFICATIONS FOR ELECTRICAL WORK

ATTENTION: Redico – Nicole Langdon

Date: 8/13/19

USMC – 18th Floor White Noise – PCO #1

In accordance with the below scope for the above project, we are pleased to offer the following clarifications for the electrical scope of work:

General

1. Acknowledgement and adherence to NFPA 70E safety policies
2. **State Sales Tax**

Scope

1. Provide and install additional cabling and equipment for the white noise system to accommodate the approved furniture layout

EXCLUDED

1. Shift or OT work (all work during normal hours)
2. Payment and performance bond
3. Allowances or contingencies
4. Cost increase due to tariffs

PCO #1: ADDS (b) (4)

Electrical License Number – E0020107

Electric Plus is a CCS "Certified Partner" safety contractor

Terms are **Net 30 Days**. This proposal is void if not accepted in writing within 30 days after this date. No work shall commence until this proposal is returned to the Contractor signed below by the Customer. This quotation is based on a mutually agreed upon contract and a reasonable schedule.

Accepted by _____
Customer

By (b) (6)
Michael A. LaFever
Electric Plus, Inc.

Date _____

Date 8/13/19

Init.: Lessor: (b) (6) / Govt.: (b) (6)

EXHIBIT B

From: 135 N PENNSYLVANIA, LLC

One Towne Square, Suite 1600
Southfield, MI 48076

c/o Redco Management

135 N Pennsylvania Street, Suite 780
Indianapolis, IN 46240

Technology Services Organization,
USMC (United States Marine Corps)
Department of Defense

GS-05B-18394

135 N Pennsylvania Street, Suite 780
Indianapolis, IN 46240

To

Date 08/20/2019

Description		11 (recommended)	Notes
		TOTAL COST	
Revised Construction Bid for additional work			
Demo 2 offices on NE and SE corner		\$	Revised Bid #1
Add wall and door on NW corner (see diagram)			Original Bid / Revised Bid #2
Cabling and Network		\$	(b) (4)
Contractor Electric Plus and Clawson Communication			(b) (4)
18th floor White Noise		\$	(b) (4)
White noise for open area, two offices and conference room			(b) (4)
Upgrade Existing Sonitrol Panel - Credit -		\$	Original Bid / Revised Bid #2
Add Card Readers to 18th floor			(b) (4)
*monthly monitoring to be direct billed to tenant			(b) (4)
Hard Construction Costs Subtotal		\$	
Construction OH&P		\$	
Lessor OH&P		\$	
Total		\$	

Init.: Lessor
/Govt.

(b) (6)



USMC
CONSTRUCTION
SERVICES, INC.

11051 Village Square Ln
Fishers, IN 46038
(317) 574-5488
(317) 574-5482 fax

DATE: 8/29/2017
Revised 8/15/19

PROJECT NAME: USMC

ADDRESS: BMO Plaza 18th Floor

Sq. Ft. : r.s.f.
Cost per Sq. Ft. :

General Requirements

	Quantity	Unit
General conditions	1	lot
Supervision	1	lot
Clean space	18000	sq ft
Permit (b) (4) wance	1	lot
P&O	1	lot

Demolition

	Quantity	Unit
Dumpster	8	ea
Demo VCT	240	sft
Demo CPT	18000	sft
Demo walls	816	lft
Demo added walls	48	lin ft
demo ceiling tile	18000	sq ft
Doors	20	ea
Added demo doors	2	ea
Demo millwork	1	lot

Carpentry

	Quantity	Unit
Touch up walls	1	lot
New walls	32	lin ft
Infill added	1	ea
Cut opening for new door locations	2	ea
Relocate 2 doors and frames from demo	2	ea
Keep existing doors and hardware		
Phone board	1	ea
Replace ceiling tile Armstrong #704	18000	sq ft
Patch some ceiling grid	1	lot
Added patch ceiling	1	lot
Relocate 1 door and frame	1	ea
Cut opening for new windows	1	ea
New entry match existing wd jamb with new doors (b) (4)	1	lot
New timley window allowance (b) (4)	1	lot
Glass	1	lot
Access control by others	1	lot
Millwork		
Clean up millwork in break area	1	lot

(b) (4)

Init.: Lessor

Govt.

(b) (4)

Plumbing/Sprinkler	Quantity	Unit
Relocate/add fire sprinkler heads to meet NFPA	1	lot
Plumbing		
Keep all existing		

HVAC	Quantity	Unit
Replace 10 T stats	1	lot
Relocate 6 T stats	1	lot
replace supply as needed		

Electrical	Quantity	Unit
Electrical demo	1	lot
rework lights, add lights to coem from owners stock		
P/I additional oce sensors		
Rework exit signs		
new furniture feeds for 126 people 4 work stations per circuit		
assume one location to be core drilled		
outlets 10 total		
dedicated outlets 6		
assume 6 data boxes		
All branch circuits to be fed from existing electrical panels		
Added electrical for added demo and two offices	1	lot

Finishes	Quantity	Unit
Paint walls	1	lot
Floor prep	1	lot
Carpet tile 26.00 yard installed	2100	yrds
VCT	400	sf
Vinyl cove base 4"	1100	lf
Johnsonite, manufacturer standard colors		
Fire extinguisher and cabinet	4	ea

Base Bid

Changes per revised plan		
Electrical changes per revised plan	1	lot
2 infills	2	ea
Case opening	1	ea
New IT Room		
Exhaust fan for IT	1	lot
Duct from existing IT to new IT Rm Location	1	lot
Louver in existing door.	1	lot
New walls for IT	32	lin ft
Paint walls	400	sq ft
Relocate existing door	1	ea

Init.: Lessor:

Gov



173 S CR 525 E
Avon, IN 46123
(317) 718-0100
Fax (317) 718-0101

CLARIFICATIONS FOR ELECTRICAL WORK

ATTENTION: Redico – Nicole Langdon

Date: 8/13/19

USMC – 18th Floor Data Wiring – PCO #1

In accordance with the below scope for the above project, we are pleased to offer the following clarifications for the electrical scope of work:

General

1. Acknowledgement and adherence to NFPA 70E safety policies
2. **State Sales Tax**

Scope

1. In lieu of the previously submitted scope of work provide the following scope of work
2. Provide, install, terminate and test (2) Category 6 CMP rated cables to (120) designated cubicle workstations
3. Provide, install, terminate and test (2) Category 6 CMP rated cables to (20) designated work tables
4. Provide, install, terminate and test (2) Category 6 CMP rated cables to (14) designated cubicle workstations offices
5. Provide, install, terminate and test (2) Category 6 CMP rated cables to (2) designated locations in Office #1 and Office #2
6. Provide, install, terminate and test (2) Category 6 CMP rated cables to (2) designated locations within the Conference Room
7. Provide, install, terminate and test (2) Category 6 CMP rated cables to (4) designated Printer locations
8. Provide, install, terminate and test (6) Category 6 CMP rated cables from 18th Floor Telecom Room to the 22nd Floor Server Room
9. Provide, install, terminate and test (1) 12 Strand OM4 fiber cable from the 18th Floor Telecom Room to the 22nd Floor Server Room
10. Provide and install j-hook cable supports where cables are not installed within cable tray. Cable tray by others
11. All cables will originate from a Telecom Room designated on each floor
12. Provide and install overhead ladder rack within the new 18th Floor Telecom Room
13. Provide and install (2) Equipment Racks with Vertical Cable Management in the Telecom Room
14. Provide and install rack mount Category 6 patch panels for termination of all Category 6 cables
15. Test all cables and provide printed test results to the owner upon final completion
16. All cabling will be labeled to USMC telecom labeling standards
17. Provide and install (336) 10' patch cords



173 S CR 525 E
Avon, IN 46123
(317) 718-0100
Fax (317) 718-0101

CLARIFICATIONS FOR ELECTRICAL WORK

EXCLUDED

1. Shift or OT work (all work during normal hours)
2. Payment and performance bond
3. Allowances or contingencies
4. Cost increase due to tariffs

PCO #1: DEDUCT\$ (b) (4)

Electrical License Number – E0020107

Electric Plus is a CCS "Certified Partner" safety contractor

Terms are **Net 30 Days**. This proposal is void if not accepted in writing within 30 days after this date. No work shall commence until this proposal is returned to the Contractor signed below by the Customer. This quotation is based on a mutually agreed upon contract and a reasonable schedule.

Accepted by _____
Customer

By (b) (6)
Michael A. LaFever
Electric Plus, Inc.
Date 8/13/19

Date _____

Init.: Lessor (b) (6) Govt (b) (6)

QUOTE

GOOD FOR 30 DAYS

Date: 8/8/19
Location: Department of Defense, USMC
135 N. Pennsylvania St, Indianapolis, IN
From: Whitney Turso



SONITROL
VERIFIED ELECTRONIC SECURITY

Sonitrol of Indianapolis, Inc.
219 E Saint Joseph Street
Indianapolis IN 46202
Telephone +1 (317)261-2600
Fax +1 (317)261-2609

Upgrade System & Add Card Readers

Upgrade Existing Sonitrol System:

- 1 Sonitrol FlexIP Control Panel Board w/ Back Plate
- 1 LCD Keypad
- 10 Sonitrol Access Module Board w/ Back Plates
- 35 Connect to Existing Card Readers

Add Card Readers to the 18th Floor:

- 1 Sonitrol Access Module
- 5 Thin Line Proximity Card Readers
- 1 Connect to Existing Electric Strike
- 1 Electric Strike
- 2 Electric Storeroom Leverset for Stairwell Doors
- 2 Electric Power Transfer Loop for Stairwell Doors
- 1 Power Supply
- 1 Relocate Existing Electric Strike
- 1 Cellular Communicator

Add Alarm Points to Room 2130A:

- 1 Standard Door Contact
- 1 Motion Detector
- 1 LCD Keypad
- Lot Wire and Labor

Total Installation Investment:

(b) (4)

Additional Monthly Monitoring:

Notes:

1. Quote is based on upgrading the existing Sonitrol system and adding 5 new proximity card readers to the 18th floor.
 - a. Customer's existing Sonitrol system is obsolete and serviceable parts are limited.
2. Quote is based on connecting to 2 existing electric strikes. Electric strikes must be in working order or additional costs will apply.
3. The monthly monitoring of (b) (4) will be paid by USMC/Department of Defense on separate contract.

**Sonitrol's monthly monitoring, additions, deletions and service rate includes all service calls and replacement component parts, if necessary, for the life of the agreement. This price does not include damage caused by the customer or Acts of God.*

The Leader in Verified Electronic Security

QUOTE GOOD FOR 30 DAYS

Intrusion Alarm | Access Control | Video Surveillance | Fire Detection

Init.: Lessor: (b) (6) Govt.: (b) (6)

Project: Original Bid 3/23/2019 Revision 7/11/2019 Revision 8/20/2019

<p>Upgrade Existing Sonotrol Panel</p> <p>18th floor</p> <p>White noise add to 2 offices and conference room</p> <p>Design Fees (billed at a per/sq rate) - School Design</p> <p>School Plans 20,088 RSF *0.15</p> <p>CD 20,088 RSF *0.85</p> <p>Additional items are billed hourly at \$150/hr (included in cost provided)</p> <p>Cabling and Network</p> <p>Contractors: Electric Plus and Clawson Communication</p> <p>18th floor White Noise</p> <p>Basic Bid for open area</p> <p>White noise add to 2 offices and conference room</p> <p>Demo of existing conditions on 18th floor and build back per floor plan</p> <p>dated 09/27/16</p> <p>Building standard assumptions to be made for all finishes.</p> <p>Disaster construction quote provided - Capital Construction Services, Inc.</p> <p>Hard Const Costs \$</p> <p>Lesser O&M \$</p> <p>TOTAL \$</p>	<p>(b) (4)</p>
--	----------------

Revision One:	Revision Two:
80 Original Bid / 16 Revised Bid difference	117 2nd Revision difference
(b) (4)	(b) (4)

Revision One:	Revision Two:
No Changes	No Changes

Revision One:	Revision Two:
Existing Furniture Plan	Revised per approved plan
(b) (4)	(b) (4)

Revision One:	Revision Two:
Add white noise	Add of 16 per approved plan
(b) (4)	(b) (4)

Revision One:	Revision Two:
Original Bid / Revised Bid difference	Revised Bid #1 / difference
(b) (4)	(b) (4)

Int: Lesson Govt (b) (6) (b) (6)

6/15/8

OFFICEWORKS
12000 East Five Penny Fields Way 46007
317 527 3510
www.officeworks.net

USMC
BLOCK PLAN 3
18TH FLOOR

Project Code
15372
Scale:
2 1/4" = 1'-0"
Drawn By:
NJP
Checked:
8.5.9

Revisions:

Sheet No.
BLOCK PLAN
Sheet

1/1

(b) (7)(F)

(b) (6)

(b) (6)

Unit: Lesso

Govt

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 14
LEASE AMENDMENT	TO LEASE NO. GS-05B-18394
ADDRESS OF PREMISES BMO (M&I) PLAZA 135 N PENNSYLVANIA STREET 18TH - 22ND FLOORS INDIANAPOLIS, IN 46202-2400	PDN Number: PS0043949

THIS AGREEMENT, made and entered into this date by and between 135 N. Pennsylvania, LLC

whose address is: 1 Towne Square
Suite 1600
Southfield, MI 48076-3728

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon Government Execution as follows:

Lease Amendment No. 14 is hereby issued to give the Notice to Proceed with Change Order No. 2 and Change Order No. 3, which is for additional work associated with the 18th Floor.

This Lease Amendment (LA) Number fourteen (14) approves Change Order #2 (install of the PDU and UPS) for the specified price of \$2,408.70 and Change Order #3 (replacement of kitchen cabinets) for the specified price of \$13,639.50 as outlined in the attached Exhibit A and Exhibit B. This amount includes, but is not limited to, all materials, labor, overhead, profit, applicable sales tax, permitting, and A/E fees. Upon completion of the work, acceptance thereof by the Government, and receipt of a proper invoice from

This Lease Amendment contains 4 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR: 135 N Pennsylvania, LLC

FOR THE GOVERNMENT:

Signature: (b) (6)
Name: Paul M. Stodulski
Title: Authorized Representative
Entity Name: 135 N. Pennsylvania LLC
Date: 11-21-19

Signature: (b) (6)
Name: Joanne Ladwig
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 11/21/19

WITNESSED FOR THE LESSOR BY:

Signature: (b) (6)
Name: Cynthia LeJankowski
Title: Lease Administrator
Date: November 21, 2019

the Lessor, the Government shall pay the Lessor a one-time lump-sum payment in the amount of **\$16,048.20**.

Regarding the lump-sum payment of **\$16,048.20**, please follow these instructions:

*Create and include a unique invoice number on the invoice submitted for payment and also include this **lease number**.

The billing vendor's name and address must match the name and address of the payee on the Government lease document.

*Please cite PS Number **PS0043949** on your invoice and submit your invoice directly to the Greater Southwest Finance Center with a copy to the Contracting Officer. ***Invoices submitted to Finance without the PS number are immediately returned to the vendor or Lessor.***

*Please submit invoices electronically on the Finance Website at www.finance.gsa.gov. Vendors or lessors who are unable to process the invoices electronically, may mail the invoices to the following address:

GSA, Greater Southwest Finance Center (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

INITIALS:

(b) (6)

LESSOR

&

(b) (6)

GOVT

Init.: Lesson (b) (6)

From: 135 N PENNSYLVANIA, LLC
One Towne Square, Suite 1600
Southfield, MI 48076

**c/o REDICO Management
135 N Pennsylvania Street, Suite 780
Indianapolis, IN 46240**

**Technology Services Organization,
USMC (United States Marine Corps)
Department of Defense
GS-05B-18394**

To: **GS-05B-18394**
Change Order #68
DUNN
Case-

Date: 10/31/2019

[illegible]

Unit: Lesson

Govt.: (b) (6)

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 15
LEASE AMENDMENT	TO LEASE NO. GS-05B-18394
ADDRESS OF PREMISES BMO (M&I) PLAZA 135 N PENNSYLVANIA STREET 18 TH – 22 ND FLOORS INDIANAPOLIS, IN 46202-2400	PDN Number:

THIS AGREEMENT, made and entered into this date by and between 135 N. Pennsylvania, LLC

whose address is: 1 Towne Square
Suite 1600
Southfield, MI 48076-3728

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective July 1, 2020 as follows:

This Lease Amendment #15 is issued to extend the term of the Lease for a period of five (5) years, four (4) years firm term and update the rental schedule.

1. Paragraph 1 of the Standard Form 2 shall be deleted in its entirety and replaced with the following:

The Lessor hereby leases to the Government the following described premises

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

(b) (6)

Signature: _____
 Name: Paul A. Stodulski
 Title: Authorized Representative
 Entity Name: 135 N. Pennsylvania LLC
 Date: May 26, 2020

FOR THE GOVERNMENT:

Signature: (b) (6)
 Name: for Joanne Ladwig
 Title: Lease Contracting Officer
 GSA, Public Buildings Service,
 Date: 06/01/2020

WITNESSED FOR THE LESSOR BY:

(b) (6)

Signature: _____
 Name: Regina M. Horn
 Title: Assistant to Paul Stodulski
 Date: May 26, 2020

A total of 94,850 rentable square feet (RSF), consisting of 83,273 ANSI/BOMA Office Area square feet (USF) of space located on floors eighteen (18th) thru twenty-two (22nd) of BMO Plaza at 135 N. Pennsylvania Street in Indianapolis, IN 60602. Eighty-five (85) parking spaces shall be onsite in the BMO Parking Garage for (b) (4) per month per space thru 6/30/2025. Given the Block B expansion space, per local code, the Government will be provided an additional 20 unreserved parking spaces in the BMO Parking Garage on or before October 1, 2020 upon thirty (30) days prior written notice to Lessor for an additional (b) (4) per month per space thru June 30, 2025.

The 94,850 RSF/83,273 USF consists of the following:

Block A: Existing space consisting of 74,762 RSF and 65,011 USF of office and related space located on floors 19 – 22.

Block B: Expansion space consisting of 20,088 RSF and 18,262 USF of office and related space on the 18th floor.

Said Premises to be used for such purposes as determined by the General Services Administration.

2. Paragraph 2 of the Standard Form 2 shall be deleted in its entirety and replaced with the following:

TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on or about July 1, 2010 through June 30, 2025, subject to any termination rights as may be hereinafter set forth. The Government may terminate this lease in whole or in part at any time on or after June 30, 2024, by giving at least 12 months' notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

3. Paragraph 3 of the Standard Form 2 shall be deleted in its entirety and replaced with the following:

The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	ANNUAL RENT (Block A & Block B) (7/1/2020 – 6/30/2024)	ANNUAL RENT (Block A & Block B) (7/1/2024 – 6/30/2025)
SHELL RENT	(b) (4)	
OPERATING COSTS		
PARKING		
TOTAL ANNUAL RENT	\$2,817,893.34	\$2,527,652.34

¹Shell Rent Calculation: \$(b) (4) per RSF multiplied by 94,850 RSF

²Operating Costs rental calculation: \$(b) (4) per RSF multiplied by 94,850 RSF. Operating Costs of \$(b) (4) are subject to escalations per the Lease Agreement.

³Parking consists of 85 structured spaces in the BMO Parking Garage at (b) (4) per space per month and an additional 20 structured spaces on or before October 1, 2020 as provided above.

4. Paragraph 4 of the Standard Form 2 shall be deleted in its entirety

5. Paragraph 30 of the Standard Form 2 shall be deleted in its entirety

INITIALS: (b) (6) & (b) (6)
LESSOR GOVT

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 16 TO LEASE NO. GS-05B-18394
ADDRESS OF PREMISES BMO (M&I) PLAZA 135 N PENNSYLVANIA STREET 18TH – 22ND FLOORS INDIANAPOLIS, IN 46202-2400	PDN Number: PS0043949

THIS AGREEMENT, made and entered into this date by and between 135 N. Pennsylvania, LLC

whose address is: 1 Towne Square
Suite 1600
Southfield, MI 48076-3728

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to formerly closeout PDN No. PS0043949.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective July 20, 2020 as follows:


The total Tenant Improvements obligated to the buildout of expansion space (20,088 RSF/18,262 USF) on the 18th floor of the BMO Plaza Building was \$499,693.38. The total cost of construction billed to GSA was \$498,507.37. Lease Amendment No.16 is issued to de-obligate funds associated with GSA PDN #PS0043949 in the amount of \$1,186.01. Therefore, the Lessor agrees to no longer submit invoices with unique invoice number GSA PDN #PS0043949.

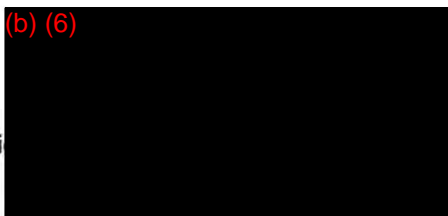
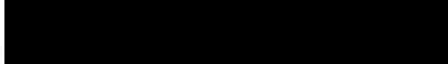
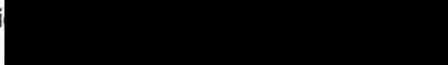

This Lease Amendment contains 1 page.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.


FOR THE LESSOR: 135 N Pennsylvania, LLC

FOR THE GOVERNMENT:

Signature: 
 Name: Paul A. Stodulski
 Title: Authorized Representative
 Entity Name: 135 N. Pennsylvania, LLC
 Date: July 22, 2020

Signature: 
 Name: 
 Title: 
 GSA, Publi
 Date: 

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: Cynthia L. Jankowski
 Title: Lease Administrator
 Date: July 23, 2020

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 17
LEASE AMENDMENT	TO LEASE NO. GS-05B-18394
ADDRESS OF PREMISES BMO (M&I) PLAZA 135 N PENNSYLVANIA STREET 18 TH – 22 ND FLOORS INDIANAPOLIS, IN 46202-2400	PDN Number:

THIS AGREEMENT, made and entered into this date by and between 135 N. Pennsylvania, LLC

whose address is: 1 Towne Square
Suite 1600
Southfield, MI 48076-3728

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective October 1, 2020 as follows:

This Lease Amendment #17 is issued to add 20 unreserved parking spaces to the Lease and update the rental schedule.

1. Paragraph 1 of the Standard Form 2 shall be deleted in its entirety and replaced with the following:

The Lessor hereby leases to the Government the following described premises

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: (b) (6)
 Name: Dan D. Stodulski
 Title: Authorized Representative
 Entity Name: 135 N Pennsylvania LLC
 Date: 10/13/2020

FOR THE GOVERNMENT:

Signature: (b) (6)
 Name: Jeanette Torres
 Title: Lease Contracting Officer
 GSA, Public Buildings Service,
 Date: 10/14/2020

WITNESSED FOR THE LESSOR BY:

Signature: (b) (6)
 Name: Anthony L. Jankowski
 Title: Lease Administrator
 Date: 10/12/2020

A total of 94,850 rentable square feet (RSF), consisting of 83,273 ANSI/BOMA Office Area square feet (USF) of space located on floors eighteen (18th) thru twenty-two (22nd) of BMO Plaza at 135 N. Pennsylvania Street in Indianapolis, IN 60602. One hundred five (105) parking spaces shall be onsite in the BMO Parking Garage for (b) (4) per month per space thru 6/30/2025.

The 94,850 RSF/83,273 USF consists of the following:

Block A: Existing space consisting of 74,762 RSF and 65,011 USF of office and related space located on floors 19 – 22.

Block B: Expansion space consisting of 20,088 RSF and 18,262 USF of office and related space on the 18th floor.

Said Premises to be used for such purposes as determined by the General Services Administration.

2. Paragraph 3 of the Standard Form 2 shall be deleted in its entirety and replaced with the following:

The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	ANNUAL RENT (Block A & Block B) (10/1/2020 – 6/30/2024)	ANNUAL RENT (Block A & Block B) (7/1/2024 – 6/30/2025)
¹ SHELL RENT	(b) (4)	
² OPERATING COSTS		
³ PARKING		
TOTAL ANNUAL RENT	\$2,869,377.52	\$2,579,136.52

¹Shell Rent Calculation (10/1/2020-6/30/2024): (b) (4) per RSF multiplied by 94,850 RSF. Shell Rent Calculation (7/1/2024-6/30/2025): (b) (4) per RSF multiplied by 94,850 RSF.

²Operating Costs rental calculation: (b) (4) RSF multiplied by 94,850 RSF. Operating Costs of (b) (4) are subject to escalations per the Lease Agreement.

³Parking consists of 105 structured spaces in the BMO Parking Garage at (b) (4) per space per month effective October 1, 2020 as provided above.

INITIALS:

LESSOR

&

GOVT